

M2M Supply Agreement (Data Only Plan) For 3G-IP-Module only

Between: Arrowhead Alarm Products Limited ("Arrowhead")

And: The customer named below ("Customer")

ARROWHEAD USE ONLY	
Customer No.	
Invoice No.	<input type="checkbox"/> Del. <input type="checkbox"/> A/R
SIM Card No.	-----
Annual	

Customer Details

Legal Name:	
Trading Name (if different):	
Street Address:	
Postal Address:	
Email:	
Telephone:	
Mobile:	
Facsimile:	
Payment Date:	Upon collection, then every 12 months after date of purchase
Customer Ref. / Job Name:	

Arrowhead Details

Street Address:	344B Rosedale Road, Albany, Auckland 0632		
Postal Address:	PO Box 303 096, North Harbour, Auckland 0751		
Email:	sales@aap.co.nz		
Telephone:	(09) 414 0085	Facsimile:	(09) 414 0088

- Arrowhead has supplied to the Customer a 3G-IP-Module ("**the Device**") which requires a SIM card to operate.
- Arrowhead has agreed to supply the Customer with a SIM card which will allow the Device to access the Spark Network through M2M for the supply of data only with an included data limit of 300 KB per month upon the terms and conditions set out in this Agreement.
- The Customer will pay to Arrowhead an annual fee in advance of \$60.00 plus GST for the use of the SIM card payable on each Payment Date ("**the Charges**"). The Customer must hold a credit account with Arrowhead.
- Where the Customer exceeds the monthly data limit of 300 KB the Customer shall pay to Arrowhead the sum of \$3.00 +GST per 20 KB of additional data usage or part thereof within 7 days of receipt of an invoice from Arrowhead detailing the additional data usage ("**Additional Usage Charges**"). For example, where 30 KB of additional data is used two charges of \$3.00 plus GST will apply. Data usage shall be calculated to the nearest byte at the end of the data usage (i.e. when the Customer disconnects from the Network). Any unused data within the monthly data limit will not be carried forward to the following month and cannot be transferred. Where the Customer uses the SIM card for sending texts in breach of this Agreement the Customers shall pay to Arrowhead the sum of \$4.00 plus GST for each month a text is sent and \$0.11 plus GST for each text sent in that month within 7 days of receipt of an invoice from Arrowhead detailing the text charges ("**Text Charges**").
- The commencement date of this Agreement is the date of execution by the Customer and the supply of the SIM card to the Customer ("**Commencement Date**"). Any monthly period referred to in this agreement shall commence at 12.00am on each Payment Date and end at 11.59pm on the day prior to the next Payment Date.
- The term of this Agreement shall continue until terminated pursuant to the terms and conditions of this Agreement ("**the Term**"). Termination requested must be emailed to (reception@aap.co.nz)
- The parties agree that the SIM card is supplied to the Customer and the Customer accepts the SIM card on the terms and conditions of the Agreement.

Dated:

For and on behalf of
Arrowhead Alarm Products Limited

Customer

Terms and Conditions of Agreement

- 1. Interpretation**
 - 1.1 The terms defined in clause 1.2 have the same meaning throughout this Agreement. References to the singular include the plural and vice versa.
 - 1.2 In this agreement, unless the context indicates otherwise:
 - "**Agreement**" means this Agreement including the Terms and Conditions;
 - "**Bar**" means the suspension of the use of the SIM card by the Customer to access the Services by Arrowhead or Vodafone;
 - "**Business Days**" means any day other than a Saturday or Sunday when trading banks are open for business in Auckland;
 - "**Network**" means the Spark/M2M telecommunications networks;
 - "**Services**" means the telecommunication services that Spark/M2M provides from time to time via the Network which may be accessed using the SIM card for the supply of data only;
 - "**SIM card**" means the subscriber identity module issued by Arrowhead and through which the Device is connected to the Network for the supply of data only;
 - "**Telecommunications Information**" means information about an identifiable individual which is subscriber information, traffic information or the content of a telecommunication (as those terms are defined in the Telecommunications Information Privacy Code 2003);
 - "**Term**" has the meaning set out in clause 6 at the front of this Agreement;
 - "**Spark**" means Spark New Zealand.
- 2. Term**
 - 2.1 This agreement shall run for the Term.
- 3. Arrowhead's Responsibilities**
 - 3.1 Arrowhead agrees to supply to the Customer for use in the Device a SIM card issued by M2M through which the Device can be connected to the Network and access the Services.
 - 3.2 Arrowhead will not be responsible for factors which adversely affect the Services or the Network such as interference, adverse weather, geographic factors, congestion and maintenance and outages. This means the Customer may not always be able to receive or use the Services and the Network.
- 4. The Customer's Responsibilities**
 - 4.1 The Customer agrees:
 - (a) to follow Arrowhead's reasonable instructions about the use of the SIM card and the Services;
 - (b) not to use the SIM card for voice or text communications;
 - (c) not to use the Services or allow the Services to be used, to spam or abuse others, to cause a nuisance to others or for any offensive, malicious, unlawful or fraudulent purpose;
 - (d) not to use the Services in any way which would interfere with or damage the Network or any other operator's network, or any other Customer's enjoyment of the Services;
 - (e) to advise Arrowhead as soon as possible if the SIM card is stolen, lost or damaged. The Customer will pay for any charges incurred up to the time Arrowhead is advised of the loss or theft;
 - (f) to pay Arrowhead's Charges (including GST, if any) on the Payment Date and to pay any Additional Usage Charges within seven (7) days of receipt of an invoice from Arrowhead detailing the additional usage which exceeds the monthly allowance of 300KB; and
 - (g) advise Arrowhead if the Customer changes its address or contact details
- 5. Charges**
 - 5.1 The Charges for the supply of the SIM card are set out in the front page of this Agreement. Arrowhead reserves the right to vary the charge on or after 1 year from Vodafone contract date.
 - 5.2 If the Customer does not pay Arrowhead the Charges, the Additional Usage Charges or the Text Charges on the due date for payment, the Customer will be liable for any costs incurred by Arrowhead in collecting the money the Customer owes and the Customer shall pay penalty interest at a rate of 2% per month from the date payment is due until payment is made.
- 6. SIM cards**
 - 6.1 Any SIM card Arrowhead supplies to the Customer remains the property of Arrowhead and must (if Arrowhead requests) be returned to Arrowhead where reasonably practicable on the termination of this Agreement.
- 7. Liability – Exclusion and Limitation**
 - 7.1 To the maximum extent permitted by law, all conditions or warranties of any nature whatever in respect of the goods and services supplied by Arrowhead pursuant to this Agreement are expressly excluded under this Agreement.
 - 7.2 In no circumstances will Arrowhead, its employees, contractors and agents be liable to the Customer for any loss of profit, revenue, anticipated savings or goodwill or for any indirect or consequential loss, regardless of whether such losses were contemplated.
- 7.3 In any event that Arrowhead becomes liable to the Customer for loss or damage of any nature whatsoever (whether in contract, tort or otherwise) Arrowhead's maximum liability for any claim made or loss suffered by the Customer for any reason whatsoever is limited to a sum equivalent to two years of total Charges (excluding Additional Usage Charges) payable pursuant to this Agreement.
- 8. Information and Confidentiality**
 - 8.1 The Customer consents to Spark's collection and use of their Telecommunications Information for purposes connected with Sparks's business operations in accordance with its privacy policy on its website www.spark.co.nz. The key provisions of the privacy policy are summarised in this clause 8.
 - 8.2 Spark may use and hold this Telecommunications Information for purposes connected with its business operations. Spark may share this Telecommunications Information with any Spark Group Company, Spark's employees, agents, subcontractors and other network operators. The information will only be shared to the extent necessary to enable Spark to perform its business obligations and improve its operations.
 - 8.3 Customers may view any Telecommunications Information Spark holds about them. Spark will correct any errors in the information if the Customer demonstrates it to be incorrect.
 - 8.4 Spark may monitor and record calls made to the Customer or by Spark to the Customer.
 - 8.5 This Agreement and any information that has been provided under this Agreement by the Customer or by Arrowhead that is not publicly available, is confidential. That information will not be disclosed by Arrowhead or the Customer, except:
 - (a) as required by law;
 - (b) as is necessary to satisfy the requirements of any regulatory agency or stock exchange;
 - (c) where the other party otherwise agrees in writing;
 - (d) as is necessary or provided for under this Agreement;
 - (e) to your or our professional advisors and consultants.
 - 8.6 The Customer acknowledges that neither Spark nor Arrowhead are able to exercise control over, and make no representations or warranties concerning, the security or content of data or information passing over the Network, any systems operated by third parties and the internet.
- 9. Suspension, restriction and disconnection of services**
 - 9.1 Arrowhead may suspend, Bar or restrict a Customer's use of any or all of the Services if a Customer breaches (or Arrowhead has reasonable grounds to suspect that a Customer has breached) any of its obligations under this Agreement. All applicable charges will continue to be payable by the Customer during the Term.
 - 9.2 If Arrowhead chooses to disconnect the SIM card, Arrowhead will give a Customer four (4) business days notice. If Arrowhead suspends, Bars or restricts a Customer's use of the Services, Arrowhead reserves the right to do so immediately. Arrowhead will advise the Customer if this is carried out.
- 10. Termination**
 - 10.1 If Arrowhead's agreement with Spark/M2M for the supply of the SIM cards is terminated, Arrowhead may need to terminate this Agreement immediately. If this happens, Arrowhead will give the Customer written notice.
 - 10.2 Arrowhead or the Customer may terminate this Agreement by giving 30 days written notice.
 - 10.3 If either party is in breach of this Agreement, the other may give written notice to remedy the breach. If the breach is not remedied within 10 business days of the notice, then the party not in breach may give written notice immediately terminating this agreement.
 - 10.4 If either party ceases trading or becomes insolvent or there are reasonable grounds to suspect that this will occur, the other party may give written notice immediately terminating this Agreement.
 - 10.5 Terminating this Agreement does not affect any rights or responsibilities which are intended to continue or to come into existence following termination of the Agreement and liability for the Charges and the Additional Usage Charges will continue to the date of termination.
- 11. Roaming**
 - 11.1 The SIM card shall not be used for roaming and shall only be used in New Zealand..