

**GENERAL TERMS AND CONDITIONS OF WIRELESS LOGIC BENELUX B.V., ESTABLISHED IN EINDHOVEN, REGISTERED WITH THE CHAMBER OF COMMERCE UNDER NUMBER 56651678 & 30133797, HEREAFTER REFERRED TO AS: "WIRELESS LOGIC BENELUX".**



## 1. DEFINITIONS

**"General terms and conditions"** refer to these general terms and conditions from Wireless Logic Benelux B.V.

"Effective date" refers to the date on which the order form is (electronically) signed by the Client, or the date the contract is issued.

**"Client"** means every natural or legal person to whom Wireless Logic Benelux has addressed an offer, as well as those by whose assignment services of any nature are requested from Wireless Logic Benelux, or with whom Wireless Logic Benelux enters an agreement into, among which an agreement of assignment, an agreement of contracting of work or a purchase agreement, as well as those who hold a legal relationship of any kind with Wireless Logic Benelux.

**"Agreement"** means any agreement realised between Wireless Logic Benelux and the Client, every change or supplement to that, as well as (legal) acts in preparation and in execution of that agreement.

**"Wireless Logic Benelux"** means the limited liability company Wireless Logic Benelux B.V., with registered office and place of business in (5652AR) Eindhoven at Meerrenakkerweg 1A and in (4707SV) Roosendaal at Klerkenveld 15.

**"Active User"** means those employees, agents and independent contractors of the Client who are enabled by the Client to use the Platforms as further described in clauses 6.2-6.4.

**"Active User Licence"** means the licence charged to the Client pursuant to clause 6, which entitles an Active User to access and use the SIM Management Platform in accordance with this Agreement;

**"Applicable Law(s)"** means any relevant local, national and international legislation, enactment, subordinate legislation, rule, regulation, order, directive or other provision, or any requirement of a regulatory authority (or persons authorised on their behalf) and any judicial or administrative interpretation or application thereof, which has, in each case, the force of law in the jurisdictions in which the Services are provided and/or utilised.

**"Charges"** means the amounts payable for the provision of the Services.

**"Code of Practice"** means all guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognised bodies or that are adopted by Wireless Logic Benelux and/or the relevant Network Provider(s) from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.

**"End User"** means the person who is the end user of each service or product.

**"Fixed Public IP Service"** means a fixed public IP address (directly accessible from the internet) is assigned to a SIM Card.

**"Network Provider"** means the network telecommunications operator that provides, through an agreement with Wireless Logic Benelux, access to her network by SIM card(s).

**"Private APN"** means the private APN that gives a Client direct access to their LAN and allows the Client to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Client, its customers and End Users are also able to access the Internet through the Public APN unless expressly agreed otherwise.

**"Services"** means: (i) the provision of mobile telecommunications connectivity, airtime and data usage services to SIM Card(s) in accordance with the terms of the Agreement together with the provision of such other value-added services as may be agreed in writing between the Parties from time to time; and (ii) access to the SIM Management Platform pursuant to clauses 6.2-6.4.

**"SIM Card(s)"** is the 'subscriber identity module'(s) supplied by Wireless Logic Benelux to the Client pursuant to this Agreement that allows the Client to access and use the Services as applicable (each SIM Card supplied by Wireless Logic Benelux remains Wireless Logic Benelux's property, or the property of the relevant Network

Provider, and at no time shall title or property in a SIM Card transfer to the Client).

## 2. GENERAL

2.1 These General Terms and Conditions shall be applicable to any and all offers and/or quotations by Wireless Logic Benelux as well as to all agreements entered between Wireless Logic Benelux and the Client. They shall also apply to all commitments resulting from future agreements entered between parties.

2.2 The applicability of possible purchasing terms and conditions or any other terms and conditions of the Client is expressly denied.

2.3 If one or more provisions from the General Terms and Conditions are null or voided, the remaining provisions shall remain applicable completely. Wireless Logic Benelux and the Client shall then enter into consultation in order to agree to new provisions to replace the null or void provisions, where the aim and scope of the original provision shall be observed as much as possible. The invalidity of a provision shall not lead to invalidity of the entire Agreement and/or General Terms and Conditions.

## 3. CONTENT OF THE AGREEMENT

3.1 If the Client wants to be certain the good/the performance is suitable for a particular use as intended by the Client, he has to inform Wireless Logic Benelux in detail with regard to this prior to the establishment of the Agreement, and the suitability for that particular use has to be agreed in writing. The Client shall bear the risk regarding the incorrect transfer of data.

3.2 The scope of what Wireless Logic Benelux is to deliver or achieve, shall be determined by which has been laid down in the Agreement, which includes the specifications which Wireless Logic Benelux has communicated.

3.3 Unless parties agree otherwise in writing, the goods delivered and to be delivered shall be delivered and processed in normal commercial grade. Here shall apply those minor changes (for instance minor changes in models and technical specifications) shall not prevent Wireless Logic Benelux's achievement of the Agreement.

3.4 Wireless Logic Benelux is entitled at all times and without prior notice to (temporarily) block access to the product and/or service or (temporarily) switch off certain functions of the product and/or service, in so far as this is essential for maintenance or to realize (necessary) updates/improvements of the product. During the temporary unavailability of the product and/or service the Client shall not be entitled to damages from Wireless Logic Benelux. Wireless Logic Benelux shall do its utmost to restrict possible inconvenience in these cases and shall – if possible – timely notify the Client.

3.5 Wireless Logic Benelux shall not be liable for any damages, of whatever nature, if Wireless Logic Benelux has based herself on incorrect and/or incomplete data supplied by the Client.

3.6 The Client indemnifies Wireless Logic Benelux against any possible claims by third parties that incur losses in relation to the execution of the Agreement and the cause of which damages can be attributed to Wireless Logic Benelux.

3.7 Any coverage maps issued by Wireless Logic Benelux, or the Network Providers are a reasonable estimate of the coverage available in an area at the time the map is printed and are in no way any guarantee of network availability or coverage.

3.8 Wireless Logic Benelux may at any time require the payment of a non-interest-bearing deposit:

- (a) as a condition of delivering, or continued delivery of, the Services, to one or more SIM cards, to the Client;
- (b) to release any bar on a SIM card being used on overseas networks;
- (c) as a condition of increasing any maximum limit imposed by Wireless Logic Benelux on the amount of Charges the Client may incur; or
- (d) as security for the payment of Charges due pursuant to the terms of the Agreement.

The deposit will not normally exceed more than four (4) months' Charges calculated by reference to the Client's actual usage of the Services or, if Wireless

Logic Benelux directs, such other sum as Wireless Logic Benelux in its sole discretion determines. Any deposit paid by the Client will be repaid when the Agreement ends or earlier if Wireless Logic Benelux agrees to such repayment (but Wireless Logic Benelux reserves the right in its sole discretion in such circumstances to reinstate any bar or other limit in force in respect of the Client).

3.9 Each Party shall comply with all relevant export control laws and regulations and all relevant economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered by the United Kingdom, the European Union, the United States of America and any other applicable countries ("Export Control Laws"). Each Party shall not knowingly do anything which may cause the other Party or members of its Group to breach any Export Control Laws and shall provide such assistance, documentation and information to the other Party as that Party may reasonably require in order to comply with this clause.

## 4. DURATION AND TERMINATION

4.1 The Agreement shall come into effect on the date it is (electronically) signed and shall expire after the indicated term. After this term the Agreement shall automatically be extended monthly for a consecutive period of one (1) month unless the Client notifies Wireless Logic Benelux in writing of his intention to not extend the Agreement at least one (1) month prior to the date on which the Agreement would otherwise be extended.

4.2 The duration for each separate SIM card/LoRa Key is set out in the Agreement. The Minimum SIM Contract Term is 12 months unless agreed otherwise in writing. This term takes effect from the moment the SIM card is activated but no later than 3 months after date of dispatch unless agreed otherwise in writing. After this term, the term of the SIM card/LoRa Key shall automatically be extended monthly for a consecutive period of one (1) month, unless the Client notifies Wireless Logic Benelux in writing of his intention to not extend the term of the SIM card/LoRa Key at least one (1) month prior to the date on which the term of the SIM card/LoRa Key would otherwise be extended.

4.3 If the Client fails to comply with the purchasing obligation, Wireless Logic Benelux is entitled to charge the remaining SIM cards/LoRa Keys in accordance with the agreed commitment, regardless if the remaining SIM cards/LoRa keys are delivered to the client before end of contract or contract breach. The following Charges are payable:

- (a) the amount of remaining SIM cards/LoRa Keys multiplied by the remaining duration of the Contract multiplied by other fixed Charges of the relevant SIM Cards/LoRa Keys. The ARPU of the last 6 months will be used for the calculations.

4.4 Ending the Agreement under which SIM cards/LoRa Keys can be ordered does not end the duration of the SIM cards/LoRa Keys which were ordered under this Agreement. These need to be ended separately with due observance of the duration per individual SIM card/LoRa Key and the period of notice as set out in these General Terms & Conditions.

4.5 The duration of a prepaid SIM card/LoRa Key is automatically renewed with the same period and data bundle as soon as the credit has been used up and/or the term has expired unless agreed otherwise in writing. If the Client does not wish this, he must make this known in writing at least one (1) month prior to the date of renewal. As long as this is not otherwise agreed upon in the proposition.

4.6 If an Agreement has been entered into for an indefinite period, or a SIM card/LoRa Key ordered under that Agreement has been issued without an end date, it can be terminated in writing by Wireless Logic Benelux subject to 1 (one) month's notice. Wireless Logic Benelux shall never be obliged to pay any compensation due to termination.

4.7 Wireless Logic Benelux is entitled to terminate entirely or in part with immediate effect the Agreement or a SIM card/LoRa Key ordered under this Agreement without any notice of default and without judicial intervention being required, if the Client is granted a moratorium – whether or not provisional –, if a petition for bankruptcy has been filed against the

Client or if his company is being liquidated or terminated other than for the purpose of reconstruction or merger of companies. Wireless Logic Benelux shall never be obliged to pay any compensation due to this termination.

4.8 If the suspension is carried out as a result of a breach, error, act or omission of the Client, the Client must reimburse Wireless Logic Benelux for all reasonable costs and expenses incurred as a result of the realisation of the suspension and/or resumption of the Service. Wireless Logic Benelux may also recover any other damage that it has suffered as a result of this suspension. In this case the resumption of the services will only be done after payment of the reimbursement and all due invoices from the client. The reimbursement fee per SIM Card/LoRa Key is € 5.00 (excl. VAT).

4.9 If the Client cancels an order, Wireless Logic Benelux will charge the Client for all costs incurred, including labour costs.

## 5. DELIVERY

5.1 The delivery shall always be affected to the account and risk of the Client unless parties have agreed otherwise in writing, namely ex works, from the location which Wireless Logic Benelux has indicated for that purpose, or if this has not been indicated, from Wireless Logic Benelux's warehouse.

5.2 The delivery times as stated by Wireless Logic Benelux are not to be considered final.

5.3 The Client has an obligation towards Wireless Logic Benelux to accept the delivered goods and/or services. If the Client remains in default of this, then the goods and/or services will be counted as delivered the moment Wireless Logic Benelux has offered these for delivery, and as of that moment Wireless Logic Benelux shall hold onto them at the account and risk of the Client. In that case Wireless Logic Benelux shall be entitled to invoice the Client and does not hold the obligation to insure the goods concerned.

5.4 Wireless Logic Benelux is entitled to deliver the goods to be supplied in partial deliveries. Wireless Logic Benelux is entitled to invoice the Client for each separate delivery.

5.5 If there is a failure to accept delivery of the SIM Cards at the Delivery Address by the Client, the costs arising in respect of termination of the SIM cards shall be paid in full by the Customer. The termination fee per SIM Card is € 2.50 (excl. VAT).

## 6. APNs AND SIM MANAGEMENT PLATFORM

6.1 Any Client who chooses to use a Fixed Public IP Service as part of their specified Services confirms that they have understood the risks involved with the Fixed Public IP Service and precautions they should take (including those as may be notified from time to time by Wireless Logic Benelux), and agree that, having taken those risks into account, they will be fully responsible for any usage arising out of or in connection with the Fixed Public IP Service. For the avoidance of doubt, Wireless Logic Benelux will not be responsible or liable for any loss or damage caused by the Fixed Public IP Service given the risks involved.

6.2 Subject to the Client paying the Charges for the Active User Licence(s), Wireless Logic Benelux grants to the Client a non-exclusive, non-transferable, revocable licence without the right to grant sublicences, to permit the Active Users to use a SIM Management Platform as part of the Services. "Unless otherwise expressly agreed in writing with Wireless Logic Benelux, the Client will be charged for at least one Active User Licence for the use of the SIM Management Platform as part of the Services in accordance with these General Terms & Conditions. Such Charges will be based on the number of Active User Licences that the Client has on account each month." The Client undertakes that:

- the maximum number of Active Users that it authorises to access and use the SIM Management Platform shall not exceed the number of Active User Licences it pays Charges for from time to time;
- it will not allow any Active User Licence to be used by more than one individual Active User; and
- each Active User shall keep a secure and confidential two-factor authentication password for their use of the SIM Management Platform.

6.3 Wireless Logic Benelux reserves the right to audit the Client's compliance with clause 6.2 on reasonable request.

6.4 The Client acknowledges that all information on the SIM Management Platform is for guidance and information purposes only and cannot be relied on by the Client for any invoicing or otherwise. Wireless Logic Benelux makes no representations or warranties as to the availability or accuracy of the SIM Management Platform or information contained therein. Wireless Logic Benelux reserves the right to restrict or remove access by the Client of the SIM Management Platform, or to change the look, feel, availability or content of the SIM Management Platform at any time.

## 7. RETENTION OF TITLE

7.1 All deliveries occur under retention of title. All the goods which are delivered or to be delivered in accordance with any Agreement to the Client shall remain in the possession of Wireless Logic Benelux until the Client:

- has fulfilled his payment obligations in full for these goods, including interest and costs due and;
- has fulfilled all amounts receivable regarding work that Wireless Logic Benelux has carried out or shall carry out within the framework of related agreements; and,
- has fulfilled the amounts receivable which he owes Wireless Logic Benelux when failing to fulfil the aforementioned obligations.

7.2 The Client is not authorized to pledge goods which are under retention of title or to encumber these in any other manner. If third parties seize goods delivered under retention of title or want to establish or assert rights to these goods, the Client is obligated to inform Wireless Logic Benelux of this immediately.

## 8. PRICES AND PAYMENTS

8.1 Wireless Logic Benelux communicates otherwise in writing the prices as offered and agreed are:

- exclusive possible shipping or transportation costs;
- exclusive VAT, import and export duty, and other taxes, levies and duties;
- exclusive packaging costs, loading and offloading, transportation and insurance;
- exclusive mounting costs, installation and commissioning;
- exclusive call-out charge.

8.2 Unless otherwise described in the contract the costs are payable monthly in advance. Unless agreed otherwise in writing, Wireless Logic Benelux collects all payments by direct debit and hereby the Client authorises Wireless Logic Benelux to collect all due amounts from the Client's bank account which is known to Wireless Logic Benelux. If the collection per direct debit fails and/or the payment period has expired:

- the Client will be in default under this Agreement, without this requiring a prior notice of default and all claims from Wireless Logic Benelux on the Client become immediately payable;
- the Client will be obligated to pay the statutory commercial interest on the outstanding amount as well as all judicial and extrajudicial costs incurred by Wireless Logic Benelux for the recovery and collection of the amounts due;
- Wireless Logic Benelux will be entitled to (temporarily) suspend her services;
- the costs of the suspension and reactivation will be for the Client to bear as described in these General Terms & Conditions.

8.3 In the case of liquidation, bankruptcy, seizure or suspension of payment of the Client all receivables of Wireless Logic Benelux from the Client become immediately payable.

8.4 In the case of a failure of the direct debit payment or if the client cancels the direct debit Wireless Logic Benelux shall impose an administration charge of € 25.00 (excl. VAT) which is payable within ten (10) business days of the cancellation of the direct debit facility. Wireless Logic Benelux reserves the right to impose a further surcharge of € 5.00 (excl. VAT) per calendar month in anticipation of Wireless Logic

Benelux's additional costs in processing non-direct debit payments. All non-direct debit payments shall be paid within seven (7) days of the date of Wireless Logic Benelux's invoice. In addition to any other rights and remedies available to Wireless Logic Benelux, Wireless Logic Benelux reserves the right to impose a surcharge of € 15.00 (excl. VAT) for the late payment of any invoice or if a direct debit is returned unpaid.

8.5 Wireless Logic Benelux may suspend the Services, if anyone or more of the following occur:

- the telecommunications network and other infrastructure in place supporting the Services fails or if modification or maintenance work is being carried out in respect of the same, or such telecommunications network is unavailable for any reason;
- Wireless Logic Benelux does not receive full payment of any Charges due pursuant to the Agreement in accordance with the payment terms set out in these General Terms & Conditions.
- Wireless Logic Benelux believes or has reasonable grounds to suspect that the Client's equipment or SIM Card(s) are being used fraudulently or illegally or if they have been lost or stolen (in which case the Charges remain payable until we are notified of such fraudulent or illegal use pursuant to the terms set in these General Terms & Conditions.
- the Client is otherwise in material breach of the terms of the Agreement;
- Wireless Logic Benelux reasonably anticipates that one of the events referred to in these General Terms & Conditions; or
- at its discretion in relation to SIM Card(s) if it suspects that they have been tampered with, in any way which could render billing information inaccurate.

8.6 After the initial contract period, Wireless Logic Benelux is free to increase the rates, on a yearly basis, to a maximum of the CPI Index of the preceding period.

## 9. INVESTIGATION, CLAIMS AND WARRANTY

9.1 The Client has an obligation to promptly inspect the soundness of the goods supplied by Wireless Logic Benelux, insofar as this is reasonably possible, but in any case, inspect the goods with respect to quantity and visible defects. Possible claims must be lodged substantively and in writing within ten (10) days of delivery date and must be addressed to Wireless Logic Benelux. After this time period has passed the Client will be deemed to have approved the achievement and the invoice respectively.

9.2 Claims concerning the invoice must be lodged in writing to Wireless Logic Benelux within 10 (ten) days of invoice date.

9.3 Misprints or writing errors shall never give cause to any claims.

9.4 The lodging of a complaint does not release the Client from his payment obligations towards Wireless Logic Benelux.

9.5 Lodging a complaint does not suspend payment obligations of the Client and does not give him the right to suspend or offset any payments.

9.6 Claims shall be tested against the following warranty conditions. If Wireless Logic Benelux in her exclusive assessment is of the opinion that a complaint is founded, she shall only be held to either correcting the malfunction/defect free of charge or replacing the products, such to the sole discretion of Wireless Logic Benelux.

9.7 The warranty of delivered goods is limited in both scope and time to possible manufacturing faults, and therefore does not include faults and/or damage resulting from wear and tear, use or usage of the delivered goods.

9.8 If a delivered good is adapted or processed after delivery by either the Client or a third party, such will render the warranty void in its entirety.

9.9 The Client represents and warrants at all times to

WirelessLogic Benelux as follows:

- (a) The Client is a validly existing entity incorporated or existing under the laws of the country in which it is located;
- (b) The Client has the power and authority to enter into and perform and has taken all necessary action (including all necessary consents, authorisations, licences and approvals) to authorise the entry into, performance and delivery of the Agreement which upon execution will constitute a legal, valid and binding obligation of the Client enforceable in accordance with its terms;
- (c) De Client entering into and performance of its obligations under this Agreement has been duly authorised by all necessary corporate action on its part;
- (d) neither the execution or delivery of the Agreement nor the consummation of the transactions contemplated hereby will conflict with:
  - (i) any Applicable Law to which the Client is subject; or
  - (ii) the Client's constitutional documents; or
  - (iii) any existing obligation binding on the Client or on any asset of the Client.
- (e) it has checked all regulatory requirements in the territory where the Services (including any Hardware) will be provided and nothing in those requirements restricts the use of or delivery of the Services to the Client.

9.10 The Client shall (and shall use all reasonable endeavours to ensure that each of its Clients and End Users does likewise):

- (a) observe and comply with all Applicable Laws and Codes of Practice (including obligations applicable if any related service offered by the Client means that either Wireless Logic Benelux and/or a Client is a provider of electronic communications, telecommunications, value added or related services) and any instructions or conditions notified to the Client by Wireless Logic Benelux, which in Wireless Logic Benelux or any Network Provider's reasonable opinion prevent:
  - (i) the transmission of illegal material; or
  - (ii) the Systems from being impaired or damaged;
- (b) not act or omit to act in any way which will or may place Wireless Logic Benelux and/or the relevant Network Provider(s) in breach of any provisions of the Applicable Law or a Code of Practice, any other licences, authorisations, applicable to Wireless Logic Benelux and/or the relevant Network Provider(s) and co-operate fully with Wireless Logic Benelux to enable Wireless Logic Benelux and/or the relevant Network Provider(s) (as the case may be) to comply with all of the same;
- (c) not use the Services for any improper or unlawful purpose;
- (d) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of Wireless Logic Benelux or any one or more Network Providers), the Systems or howsoever cause the quality of the Services to be impaired;
- (e) not (and shall not permit any third party), except to the extent permitted by Applicable Law, to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, or otherwise make derivative works to, or make error corrections to the Hardware in whole or in part;
- (f) comply with any instructions (including specifications and training) issued by Wireless Logic Benelux and/or the relevant Network Provider(s) from time to time for the use and/or marketing of the Services;
- (g) ensure that any information provided to Wireless Logic Benelux is accurate, complete and provided in a timely manner and shall inform Wireless Logic Benelux of any changes to such information;
- (h) only market to and solicit Clients and End Users using staff contracted to or employed directly by itself; and
- (i) identify, where relevant, Wireless Logic Benelux and (if requested by Wireless Logic Benelux, the relevant Network Provider(s)) in proposals to its Clients and End Users which include the Services.

9.11 The Client shall ensure, and shall use all reasonable endeavours to procure that, its Clients and each End User is legally bound by all the obligations set out in the Agreement, which expressly or by implication relate to such Clients and End Users, before the Client, the Client's Clients or End Users receive any benefit of the Services. Furthermore, a breach by the Client's Clients or End Users of any of the terms of their agreement with such Client shall be deemed to be a breach by the Client of this Agreement.

9.12 In addition to clause 9.11, the Client shall also include in its agreements with its Clients and End Users:

- (a) a statement that the Client and not Wireless Logic Benelux will provide support for the Services, Systems and any other services and systems provided by the Client to its Client and End Users;
- (b) sufficient permission to enable Wireless Logic Benelux and the relevant Network Provider(s) to process information relating to its Clients and End Users as contemplated by this Agreement; and
- (c) a disclaimer, to the extent permitted by Applicable Law, of all warranties (including any warranties implied by law) by Wireless Logic Benelux and the relevant Network Provider(s) and any liability by Wireless Logic Benelux and the relevant Network Provider(s) for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Services, Systems and any other services and systems provided by the Client to its Client and End Users.

9.13 Wireless Logic Benelux shall provide the support level in accordance to what has been contractually agreed (SLA).

## 10. SUPPLIER'S WARRANTIES AND FAULTS

10.1 Wireless Logic Benelux will not be liable for any Hardware which has failed due to:

- (a) the defect arising because the Client failed to follow any instructions provided by Wireless Logic Benelux and/or the manufacturer's documentation in relation to storage, commissioning, installation, use and maintenance of the Hardware;
- (b) the Client alters or repairs the Hardware without written consent of Wireless Logic Benelux;
- (c) the defect arises out of willful damage, negligence, abnormal storage or working conditions.

10.2 The Client acknowledges and accepts that it is technically impracticable for Wireless Logic Benelux to provide fault-free Services and Wireless Logic Benelux does not guarantee that the Services will be free of faults or interruptions, that the Services will be free of errors, omissions or other issues or that the Services will be timely or secure. The Client acknowledges and agrees that matters may affect the Services that Wireless Logic Benelux cannot reasonably control, including (without limitation) lack of network capacity, physical obstructions, atmospheric conditions and delays caused by Wireless Logic Benelux's suppliers or manufacturers.

10.3 The Client acknowledges that in relation to international roaming Charges:

- (a) the Network Providers vary their roaming fees dependent on:
  - (i) the location of the SIM Card(s) concerned; and
  - (ii) whether roaming is on preferred or non-preferred networks;
- (b) it is the Client's responsibility to ensure that the Client, its Clients and End Users each familiarise themselves with the billing increments and the data usage Charges for roaming SIM Cards and the Client acknowledges that billing increments can vary per Network Provider; and
- (c) the applicable charges shall be the prevailing Network Providers rate plus twenty per cent (20%), unless expressly agreed otherwise.

10.4 The Client acknowledges that in relation to Permanent Roaming:

- (a) the client must be aware that not all providers offer global connectivity geared towards IoT project; and
- (b) without a long-term roaming solution the SIM Card(s) will lose its ability to connect to the roaming network when it remains outside of its home network for more than the allowed number of days.

10.5 Wireless Logic Benelux and each Network Provider reserves the right to update a SIM Card over the air – OTA (such updates may be required for functionality, or for intellectual property issues, or national regulations). Wireless Logic Benelux shall provide the Client with reasonable advance notice of any such planned update (except in cases where regulations or urgency would not allow it). Under some national laws, updates require the consent of the owner of the equipment containing/user of a SIM Card. The Client hereby expressly consents to any updates and the Client shall make and procure to make

such consent binding on any owner of such equipment/SIM Card user through a relevant licensing agreement or by other equivalent means. Where such consent is not obtained, Wireless Logic Benelux and/or any relevant Network Provider shall have the right to suspend transmission to and from the relevant SIM Card(s).

10.6 Both Wireless Logic Benelux and each relevant Network Provider retain the right at all times to suspend or deactivate any non-upgraded SIM Card(s), and neither Wireless Logic Benelux nor any Network Provider accepts any liability for any consequences of such suspension.

## 11. OBLIGATION OF THE CLIENT

11.1 The Client shall, throughout the Term:

- (a) make available appropriate personnel to liaise with Wireless Logic Benelux to enable Wireless Logic Benelux to perform the Services in accordance with the terms of the Agreement;
- (b) promptly inform Wireless Logic Benelux of any defects in Wireless Logic Benelux's performance of the Services after such defects come to the attention of the Client;
- (c) comply and ensure that its Clients and End Users comply with any conditions notified by Network Providers and/or Wireless Logic Benelux regarding the use of the SIM Card(s);
- (d) tell Wireless Logic Benelux immediately if the Client's name, address, bank account or credit card details change; and
- (e) tell Wireless Logic Benelux immediately if any of the Client's SIM Card(s) are lost or stolen by calling the Helpdesk and thereafter confirm the details in writing.

11.2 The Client shall not, and shall ensure that its Clients and End Users shall not throughout the Term and after termination of the Agreement:

- (a) use the SIM card and/or Hardware (or allow it to be used) for any illegal purpose (in such circumstances Wireless Logic Benelux may report the incidents to the police or any other relevant official organisation); or
- (b) use any equipment that has not been approved for use in connection with the Services by Wireless Logic Benelux and the relevant Network Provider(s) and if the Client is not sure whether the Client's equipment is so approved, to notify Wireless Logic Benelux immediately. Wireless Logic Benelux reserves the right, at its sole and absolute discretion, to require the Client to satisfy Wireless Logic Benelux that any equipment to be used in connection with the Services is fit for purpose and suitable and the Client undertakes to Wireless Logic Benelux to comply with Wireless Logic Benelux's testing and other requirements in respect of the same.

## 12. LIABILITY

12.1 On account of the existing Agreement between Wireless Logic Benelux and the Client, Wireless Logic Benelux shall exclusively be liable for direct damages in respect of the Client as and when irrevocably established by the court. Any further loss, such as, however not confined to consequential loss or loss of profits, is excluded, unless such loss is due to intent or gross negligence on the part of Wireless Logic Benelux. The amount of the loss shall be limited to the agreed net price (exclusive VAT) related to said Agreement in the period of no longer than 12 months prior to the loss-causing event. In the case of a loss regarding the delivery of hardware, the amount of the loss amount shall be limited to the amount of the stipulated net price (excl. VAT), which is related to the respective hardware.

12.2 If multiple damages occur during the execution of a single project this shall be considered as a string of interconnected cases and viewed as one (1) case of damage.

12.3 Claims for damages due to the said above must be lodged in writing with Wireless Logic Benelux within one month after the damages have arisen, or as soon as the Client could have acknowledged the damages, under penalty of losing the right to any claim.

12.4 Wireless Logic Benelux shall not be liable for any damages caused by following directions from the Client, his employee and/or auxiliaries, all this in the broadest sense.

12.5 No other liabilities apply to Wireless Logic Benelux other than stated in these General Terms and Conditions.



### 13. FORCE MAJEURE

13.1 Besides what the law considers force majeure, are counted as such the striking and/or illness of employees of Wireless Logic Benelux, default and/or force majeure on the side of her suppliers, shipping agents, or other third parties involved in the Agreement, traffic congestion, natural disasters, obstructive measures from any authority, fire and other accidents in her company as well as other obstructive circumstances, insofar as a consequence of these circumstances the (continued) execution of the Agreement can reasonably not or not entirely be expected of her.

13.2 In the event Wireless Logic Benelux cannot fulfil the Agreement permanently due to force majeure, Wireless Logic Benelux has the right to claim change of the Agreement to the extent that its execution by her will remain possible, unless this cannot reasonably be expected of the Client and dissolution would be justified. In the latter case the Agreement shall be dissolved without any entitlement to damages for the Client.

### 14. VARIOUS PROVISIONS

14.1 The Client gives Wireless Logic Benelux permission for all acts to which Wireless Logic Benelux is and/or shall be obligated by her supplier.

14.2 Wireless Logic Benelux reserves the right to make changes to the General Terms and Conditions and declare the changed conditions applicable to existing agreements. Wireless Logic Benelux shall announce the changes in a timely manner and the changes shall take effect immediately after the written announcement.

14.3 In the event of conflict between the Agreement and its supplement(s), or parts of these, and these General Terms and Conditions, the text of the Agreement shall prevail.

### 15. HARDWARE

15.1 The provisions adopted in the other articles of these General Terms and Conditions are supplementary applicable to this agreement for the delivery of hardware, to the extent such provisions are not departed from in this article.

#### 15.2 Delivery

15.2.1 The hardware sold by Wireless Logic Benelux to the Client shall be delivered to the Client in accordance with the articles in these General Terms and Conditions.

15.2.2 Unless otherwise agreed in writing, the purchase price of the hardware does not include the cost of transport and insurance.

15.2.3 The risk of loss, theft and damage of the hardware transfers to the Client upon delivery to the Client. If a conveyor is engaged for the delivery, whether at the request or instruction of the Client, the risk of loss, theft and damage of the hardware shall transfer to the Client from the moment of the issue of the hardware to the conveyor.

15.2.4 Timely before delivery, Wireless Logic Benelux shall notify the Client of the moment at which delivery of the hardware is anticipated.

15.2.5 Wireless Logic Benelux shall package the hardware for delivery according to the standards commonly used at Wireless Logic Benelux. In case the Client requires a special packaging method, the related additional costs shall be for the Client's account.

15.2.6 Slight deviations in quality, design, print speed, hard-disk capacity, instructions for use et cetera, which are permissible in trade and commerce or can technically not be avoided, shall not constitute a reason for lodging a complaint.

#### 15.3 Return deliveries

15.3.1 Without prior written permission, Wireless Logic Benelux is not under obligation to accept any of the Client's return deliveries.

15.3.2 Acceptance of return deliveries shall not in any way imply acknowledgement by Wireless Logic Benelux of the reason for return delivery stated by the Client. The risk of items returned shall be vested in the Client up to the moment the Client's account has been credited for the returned items by Wireless Logic Benelux.

#### 15.4 Guarantee

15.4.1 No further-extending guarantees are provided to (parts of) the hardware other than those provided by Wireless Logic Benelux's suppliers to such (parts of the) hardware.

15.4.2 Work and costs of rectification outside this guarantee shall be charged by Wireless Logic Benelux in

accordance with usual rates.

#### 15.5 Supplier's equipment

15.5.1 As and when Wireless Logic Benelux delivers third-party hardware to the Client, provided Client has been notified hereof by Wireless Logic Benelux, the terms and conditions shall furthermore apply to such hardware, while the provisions of these General Terms and Conditions take prevalence in case of a conflict. The Client accepts the third-party terms and conditions referred to.

15.5.2 As and when said third-party conditions should for any reason be declared not applicable in the relationship between the Client and Wireless Logic Benelux, or should be declared invalid, the provisions in these General Terms and Conditions shall be applicable.

### 16. ASSIGNMENT

16.1 The Client shall not, without the prior written consent of Wireless Logic Benelux, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement.

16.2 Wireless Logic Benelux may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

### 17. ANTI-BRIBERY

17.1 The Client acknowledges and agrees that Wireless Logic Benelux will not tolerate bribery in any form in connection with the conduct of its business.

17.2 The Client shall:

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption ("Anti-bribery Laws"), including without limitation the Bribery Act 2010 / Dutch Criminal Code [DCC] art. 177, 178, 363 and 364 (including any subordinate or amending legislation);
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) not do, or omit to do, any act that will cause Wireless Logic Benelux to be in breach of the Anti-bribery Laws;
- (d) promptly report to Wireless Logic Benelux any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Agreement;
- (e) maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures under the Bribery Act 2010 to ensure compliance with the Anti-Bribery Laws, and shall provide a copy of such policies and procedures to Wireless Logic Benelux on request, and shall enforce such policies and procedures where appropriate. For the purpose of this clause the meaning of adequate procedures shall be determined in accordance with section 17(2) Orders and any guidance issued under section 10, Bribery Act 2010 / Dutch Criminal Code art. 177, 178, 363 and 364; and
- (f) within five (5) business days of receipt of a request from Wireless Logic Benelux, certify to the Wireless Logic Benelux in writing its compliance with this clause.

17.3 In the event that the Client sub-contracts the provision of any element of the Agreement to any person or receives any services in connection with its performance of the Agreement from any person, (each such person being an "Associated Person"), it shall impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Client in this clause. The Client shall be liable to Wireless Logic Benelux for the acts and omissions of each Associated Person in relation to compliance with such anti-bribery obligations (or, where the Client has failed to impose such obligations, the obligations that the Associated Person would be under if the Client had complied with the obligation under this clause) as if such acts or omissions were those of the Client itself.

17.4 The Client warrants and represents that neither the Client nor any of its officers, employees or any Associated Person has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any

offence or alleged offence under the Anti-Bribery Laws.

17.5 Breach of this clause shall be deemed a material breach of the Agreement.

17.6 The Client shall indemnify Wireless Logic Benelux against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Wireless Logic Benelux as a result of any breach of this clause by the Client (including any liability that the Client has to Wireless Logic Benelux by virtue of the acts or omissions of any Associated Person under clause 17.3).

17.7 The Client shall keep and maintain throughout the term of the Agreement detailed, accurate and up to date records showing all payments made and received by the Client in connection with the Agreement. The Client shall ensure that such records and books of accounts are sufficient to enable Wireless Logic Benelux to verify the Client's compliance with its obligations under this clause.

17.8 The Client shall permit Wireless Logic Benelux and its third-party representatives, on reasonable notice during normal business hours, but without notice in the event of any reasonably suspected breach of this clause, to access and take copies of the Client's records, books of account and any other information held by or on behalf of the Client and to meet with the Client's personnel in order to audit the Client's compliance with its obligations under this clause. Such audit rights shall continue for six (6) years after termination or expiry of the Agreement. The Client shall give all necessary assistance to the conduct of any such audits.

### 18. ANTI-SLAVERY AND HUMAN TRAFFICKING

18.1 Wireless Logic Benelux has in place an anti-slavery and human trafficking policy and makes available its anti-slavery and human trafficking statement on the Wireless Logic Benelux website, each as may be updated by Wireless Logic Benelux from time to time.

18.2 In performing its obligations under the Agreement, each party shall and shall ensure that each of its subcontractors shall:

- (a) comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Dutch Criminal Code art. 273f; and
- (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in their or their subcontractors supply chains or in any part of their business.

### 19. TRANSLATION OF THESE GENERAL TERMS AND CONDITIONS

Only the Dutch version of these Terms and Conditions is authentic. If the translation deviates in any way, the Dutch text shall prevail.

### 20. DISPUTES AND APPLICABLE LAW

20.1 All agreement Wireless Logic Benelux enters into shall be governed by the law of the Netherlands, excluding, as far as applicable, The United Nations Convention on Contracts for the International Sale of Goods.

20.2 Possible disputes shall be submitted to the competent Dutch court in 's-Hertogenbosch, the Netherlands, unless expressly agreed otherwise, or if Wireless Logic Benelux as petitioner prefers another competent court in accordance with the law.

### 21. CONFIDENTIALITY

21.1 Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that:

- (a) is or becomes publicly known through no act or omission of the receiving party; or
- (b) was in the other party's lawful possession prior to the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

21.2 Subject to this clause, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than to perform its obligations under this Agreement.

21.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

21.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

21.5 This clause shall survive termination of this Agreement for any reason.

## 22. DATA PROTECTION

22.1 The terms "Data Subject", "Personal Data", "Data Controller", "Data Processor", "Personal Data Breach" and "processing" shall have the meanings set out in the Data Protection Laws.

22.2 The Customer acknowledges that it is the Data Controller of the content of any communication made or transmitted via the Services and of any Personal Data of it or its customers or End Users processed in connection with the provision of the Services as envisaged by this Agreement.

22.3 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in Clause 22.12.

22.4 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

22.5 The Data Controller shall:

- (a) ensure that any instructions it issues to the Data Processor shall comply with the Data Protection Laws; and
- (b) have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which the Data Controller acquires Personal Data and shall establish the legal basis for its processing under Data Protection Laws, including providing all notices and obtaining all consents (including from the Customer's customers and End Users) as may be required under Data Protection Laws in order for the Data Processor and any relevant Network Provider to process the Personal Data as contemplated by this Agreement. Where no such legal basis can be established (or where the legal basis is consent and such consent is subsequently withdrawn) the Customer shall promptly notify Wireless Logic Benelux and the Customer hereby acknowledges and agrees that Wireless Logic Benelux shall not be obliged to continue to provide the Services in respect of any affected End User.

22.6 To the extent Wireless Logic Benelux receives from, or processes any Personal Data on behalf of, the Customer, Wireless Logic Benelux shall:

- (a) process such Personal Data (i) only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) provided such instructions are lawful; and (ii) only for the duration of this Agreement;
- (b) take commercially reasonable steps to ensure its personnel who are authorised to have access to such Personal Data and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Personal Data;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure a level of security for such Personal Data appropriate to the risk, including the risk of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access
- (d) unless the transfer is based on adequacy

regulations, is otherwise subject to appropriate safeguards, including, without limitation, a data transfer agreement or the standard contractual clauses, or if a derogation for specific situations" applies, not transfer, access or process such Personal Data outside of the UK or EEA (as applicable) without the prior written consent of the Customer (not to be unreasonably withheld or delayed);

(e) inform the Customer without undue delay upon becoming aware of any such Personal Data (while within Wireless Logic Benelux's or its subcontractors' possession or control) being subject to a Personal Data Breach;

(f) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Customer or as expressly provided for in this Agreement;

(g) except for Personal Data of which Wireless Logic Benelux is also a Data Controller and except as required by law or in order to defend any actual or possible legal claims, as the Customer so directs, take reasonable steps to return or irretrievably delete all Personal Data on termination or expiry of this Agreement, and not make any further use of such Personal Data;

(h) provide to the Customer and any DP Regulator all information and assistance reasonably necessary to demonstrate or ensure compliance with the obligations in this clause and/or the Data Protection Laws;

(i) permit the Customer or its representatives to access any relevant premises, personnel or records of Wireless Logic Benelux on reasonable notice to audit and otherwise verify compliance with this clause 22 subject to the following requirements:

- (i) the Customer may perform such audits no more than once per year or more frequently if required by Data Protection Laws;
  - (ii) the Customer may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to Wireless Logic Benelux before the audit;
  - (iii) audits must be conducted during regular business hours, subject to Wireless Logic Benelux's policies, and may not unreasonably interfere with Wireless Logic Benelux's business activities;
  - (iv) the Customer must provide Wireless Logic Benelux with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this clause 0. The audit reports shall be confidential;
  - (v) to request an audit, the Customer must first submit a detailed audit plan to Wireless Logic Benelux at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. Wireless Logic Benelux will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise Wireless Logic Benelux's confidentiality obligations or its security, privacy, employment or other relevant policies). Wireless Logic Benelux will work cooperatively with the Customer to agree a final audit plan;
  - (vi) nothing in this clause 0 shall require Wireless Logic Benelux to breach any duties of confidentiality owed to any of its clients, employees or third party providers; and
  - (vii) all audits are at the Customer's sole cost and expense;
- (j) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under the Data Protection Laws with respect to records of processing, security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (k) notify the Customer as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (l) provide the Customer with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data

Protection Laws in relation to that person's Personal Data provided that the Customer shall be responsible for Wireless Logic Benelux's costs and expenses arising from such co-operation and assistance.

22.7 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.

22.8 The Customer generally agrees that Wireless Logic Benelux may engage third party providers including any advisers, contractors, or auditors to process Personal Data ("Sub-Processors").

22.9 If Wireless Logic Benelux engages a new Sub-Processor ("New Sub-Processor"), Wireless Logic Benelux shall inform the Customer of the engagement by sending an email notification to the Customer and the Customer may object to the engagement of such New Sub-Processor by notifying Wireless Logic Benelux within 5 Business Days of Wireless Logic Benelux's email, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this clause. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer. Wireless Logic Benelux shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which Wireless Logic Benelux is subject to under this Agreement.

22.10 Any sub-contracting or transfer of Personal Data pursuant to this clause 0 shall not relieve Wireless Logic Benelux of any of its liabilities, responsibilities and obligations to the Customer under this Agreement and Wireless Logic Benelux shall remain liable for the acts and omissions of its Sub-Processor.

22.11 Where Personal Data is processed by Wireless Logic Benelux under or in connection with this Agreement on behalf of the Customer as the Data Controller, the Customer agrees that Wireless Logic Benelux may disclose the Personal Data to Wireless Logic Benelux's employees, sub-contractors (including third party providers), agents, affiliates and affiliate employees as the Wireless Logic Benelux reasonably considers necessary for the performance of its obligations under this Agreement, for compliance with applicable law and as required to defend any actual or possible legal claims. Wireless Logic Benelux shall take reasonable steps to ensure the reliability of any person who has access to the Personal Data and ensure that such persons are aware of Wireless Logic Benelux's obligations under this Agreement.

(i) The Personal Data processing activities carried out by Wireless Logic Benelux under this Agreement, including but not limited to the following, may be described as follows:

- (ii) Subject matter of processing - The processing of personal data by Wireless Logic Benelux for the purposes of providing the Services to the Customer.
- (iii) Nature and purpose of processing - Collecting, organizing, sorting, saving, transferring, restricting, deleting, adapting or alternation of personal data.
- (iv) Categories of Personal Data- Any personal data which is provided to Wireless Logic Benelux pursuant to this Agreement which includes any data contained on SIM Management Platform.
- (v) Categories of data subjects - The identifiable or identified natural person to whom the personal data relates to including Customers and End Users.
- (vi) Duration - For the duration of the Agreement.