TERMS AND CONDITIONS

Terms and Conditions for the provision of the electronic communications services by SimpleCell Networks a.s., with its registered office at Hvězdova 1716/2b, Nusle, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 7147, Id. No.: 252 91 441.

SimpleCell Networks a.s. is a holder of the ČTÚ certification, number 4106, from 15th April 2016, based on which is entitled to provide the electronic communications services.

1   PURPOSE

1.1   These Terms and Conditions (the "**Terms**") are a part of the Agreement, which you (the „**Customer**") are entering into with SimpleCell Networks a.s., with its registered office at Hvězdova 1716/2b, Nusle, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 7147, Id. No.: 252 91 441 (the „**Provider**").

1.2   The Services are intended for businesses (business entities). Customer confirms that it is entering into this Agreement as a business and not a consumer.

1.3   **Agreement**. The Agreement consist of: (1) BSS Order; (2) these Terms (3) Product List; (4) SLA; (5) the Standard Price List and any other document expressly referred to in this Agreement; which apply in this order of precedence.

2   DEFINITIONS

2.1   The terms applicable to these Terms or other parts of the Agreement:

"**Affiliates**" means with respect to a specified person, party or entity, person, party or entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified person, party or entity; "Control" (including, with correlative meanings, "controlling", "controlled by" and "under common control with") meaning the power to cause the direction of the management of such person, party or entity, directly or indirectly, whether through ownership of voting securities or otherwise.

"**Activate**" (and its derivatives) means the status of Activated Objects authorized to emit or receive data in the Network under a particular BSS Order.

"**Activated Object**" means the device Activated by the Customer enabling the access to the Network in accordance with the Agreement.

"**Appendix(ces)**" means the appendix(ces) to these Terms.

"**Applicable Law**" means law, regulation, binding code of practice, decision, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) Provider in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.

"**BSS**" means the "Contract" business support system.

"**BSS Order**" means the Customer's binding order of the Services through an acceptance of such order on the BSS Portal or if the BSS Portal is unavailable through an e-mail completed pursuant to which the Customer order any of the Service.

"**BSS Portal**" means quotation tool and order registration system available on an extranet website or web application, which enables the Customer to place BSS Orders.

"**Certification**" means the process through which the Provider, SIGFOX or any entity designated by SIGFOX validates that objects fulfil the criteria necessary for any authorized connection to the Network.

"**Cloud**" (or "**Routing and Storage System**") means technical infrastructure being the core routing system of the Network, routing and storing Frames coming to the corresponding Customer Application (uplink) and from the Customer Application to the right Activated Object (downlink).

"**Connectivity Services**" means access to the BSS Portal through APIs and the IoT connectivity which consists in (a) conveying uplink Frames emitted by the Activated Object to Cloud where Frame will be rendered available for the Customer (towards the Customer Application); (b) conveying downlink Frames from the Cloud to the Activated Object when requested; and (c) managing of a database containing record of Customer Frames.

"**Confidential Information**" means the terms and conditions of the Agreement or any other information designated as confidential by either Party or understood by the Parties to be confidential.

"**Coverage Map**" means the geographic areas displayed publicly on coverage.sigfox.cz, which refers to the outdoor approximate coverage of the Network.

"**Customer**" means a party to the Agreement, which is entitled to use the Services in accordance with these Terms and/or the Agreement.

"**Customer's BSS Account**" means the BSS account, to which the Customer has access through his identification data (such as user name and password)

via the BSS Portal, in order to monitor the information concerning the connection of the Activated Objects in the Network in accordance with the Terms.

"**Data Protection Laws**" means law applicable to the processing of personal data under the Agreement, including Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**") and Act. No. 110/2019 Coll., on processing of personal data.

"**End Customer**" means any entity or person which purchases the Packaged Offer from the Customer.

"**Equipment**" means a base station (accessories included) deployed and maintained by the Provider and the other Providers.

"**First Level Support**" means the support to be provided by Provider to Customer which consists in providing the registration, the classification and the management of any event (such as, but not limited to, incident or problem) impacting Service performances or any request in regard to the Service.

"**Force Majeure Event**" has the meaning given to it under the law applicable to the Agreement, it being specified that the Force Majeure Event shall also include labour strikes of any nature, pandemic and epidemic diseases, revolutions, riots and curfews.

"**Frame(s)**" means any data emitted or received by an Activated Object.

"**Limited Mode**" means the use of the Services provided as is for non-commercial purposes and/or for otherwise restricted usage by time or number of connected devices, including usage for testing purposes.

"**Location Data**" means any data processed in the Network, indicating the geographic position Activated Objects.

"**Network**" means the low-throughput cellular network operated by the Provider in the Territory, based on Sigfox technology (using ultra-narrow band) and intended for the transmission of Frames between Activated Objects and the Cloud.

"**Network Technical Specification**" or "**NTS**" means requirements of the Network in accordance with international standards and regulations, which are specified in Article 4.2 of these Terms.

"**Packaged Offer**" means the offer proposed by the Customer to its End Customers, which includes at least the Activated Objects and the Services.

"**Party**" means the Provider and/or the Customer.

"**Personal Data"** means any information relating to an identified or identifiable natural person in accordance with the GDPR.

"**Product List**" means description of product attached to these Terms as Appendix 1.

"**Provider**" means SimpleCell Networks a.s., with its registered office at Hvězdova 1716/2b, Nusle, 140 00 Prague 4, registered in the Commercial Register kept by the Municipal Court in Prague, File No. B 7147, Id. No.: 252 91 441.

"**Subscription Period**" means a period of time set in the BSS Order during which each Activated Object is allowed to access and use the Services.

"**Selling Price**" means the price of the Services.

"**Services**" means the services provided by Provider to Customer for Activated Objects as specified in Article 4.1 of these Terms.

"**Service Credit(s)**" means the method described in the SLA by which the Provider compensates the Customer for a breach of the SLA.

"**SIGFOX**" means SIGFOX, a *société anonyme* company registered under the laws of France, with its registered office is at 425, rue Jean Rostand, 31670 Labège, France, registered with the Trade and Companies Registry of Toulouse under number 514 582 444.

"**SLA**" or "**Service Level Agreement**" means the principles regarding the service level agreement and the operational level agreement applicable to the Services as set out in Appendix 2 to these Terms.

"**Standard Price List**" means the price list of the Services, which is available on the Provider's website at sigfox.cz/pricing.

"**Terms**" means these terms and conditions.

"**Territory**" means the Czech Republic.

"**Traffic Data**" means any data processed for the purpose of the conveyance of data within the Network or for the billing, including information about the type of or price for provided service, commencement of connection, end of connection, date and frequency of connection, number of units (e.g. kB), type of used devices, configuration data, information about content and use of the Services and about behavioural information about Activated Objects.

"**Transferred Content**" means Frames, electronical data and information, which being sent or received via the Services, the Network or Activated Objects.

3 ACCEPTANCE AND CHANGES TO THE TERMS

3.1 **Accepting these Terms.** Customer accepts and agrees to these Terms by confirming the BSS Order in the BSS Portal or email, as applicable. By using the Services, the Customer acknowledges that it has read and understood the Agreement, including these Terms

and, accepts the Agreement, and agrees to be bound by it. By sending the BSS Order, the Terms become an integral part of the Agreement. If the Customer does not agree with (or cannot comply with) the Agreement, then may not use the Services or access the Network.

3.2 **Changing the Agreement**. Save for any changes identified in this Article 3.3, any amendment to this Agreement will be in writing and executed by the Parties.

3.3 **Changes**. Provider may change these Terms, Product List, SLA and/or Standard Price List (including, but not limited to, changing, introducing or withdrawing Services and/or NTS) from time to time:

   a) where required to comply with Applicable Law or regulation;

   b) due to changes in the electronic communications market;

   c) due to a change in Provider's charges, out-payments, accounting, operations, technologies or services;

   d) where Provider reasonably determines the change is needed to maintain or improve quality of the Services including, but not limited to, as provided in clause 1.2 of the SLA.

3.4 **Notices of change.** Provider shall provide Customer with as much advance notice as practicable of changes under Article 3.3 above but no less than one (1) month's notice shall be given prior to implementing the change. Customer will be notified by e-mail and the changes will be published at http://www.sigfox.cz/. Provider may update or withdraw its Services without notice only where such change (in Provider's reasonable opinion) does not cause Customer any detriment or where Customer does not regularly use that Service.

3.5 **Effect of changes**. BSS Orders signed and confirmed prior to the publication of changes according to Article 3.3 shall not be affected by such later changes of the Terms, unless required by Applicable Law (in accordance with Article 3.3a) above). The changes shall come into effect as stipulated by the Provider, however, no earlier than one (1) month after their publication at Provider's websites.

3.6 **Termination on change**. If a change under Article 3.3b), 3.3c) or 3.3d) is materially detrimental to Customer, Customer may terminate the Agreement by giving written notice, within fifteen (15) days of being notified of the change. If Customer does not deliver such a notice it shall be construed that the Customer has read, understood, accepted and agreed to abide to the change (i.e. the new version of the Terms and/or other documents as modified by the change), such notice to be effective only if Provider cannot resolve the concern to the Customer's reasonable satisfaction within thirty (30) days of receipt of termination notice. If the Customer terminates the Agreement in accordance with this Article 3.6, the notice period shall be twelve (12) months from the effective date of the change (i.e. the new version of the Terms and/or other documents as modified by the change). During the notice period, the Customer may terminate any (auto-)renewal of Subscription Period, such as by new settings of the renewals in the BSS Portal. *Note: Subscription Period may be longer than one (1) year invoicing cycle of the subscription.*

4 SERVICES

4.1 **Services.** For the duration of Customer's BSS Order, Provider will provide the Customer with a non-exclusive access to and use of Services. The Services are composed of (1) Connectivity Services, (2) First Level Support and/or (3) any premium options provided in accordance with the Product List.

4.2 **Network Technical Specification.** Network is provided on the basis of general authorization for the use of radio frequencies in band 868.034 to 868.226 MHz for receiving data from devices (*downlink*) and 869.425 to 869.625 MHz for sending data by devices (*uplink*). The operation of the Network is governed by the general authorisation and by any Applicable Law in this band. Quality of service, as well as any applicable limitations on terminal equipment, are subject to the conditions of this band. In particular, following limitations on terminal equipment apply: maximum amount of data transferred by an Activated Object in the Network per day must not exceed (i) for uplink 140 data blocks (messages) with single capacity of each block 12 bytes in maximum and (ii) for downlink 4 data blocks (messages) with single capacity of each block 8 bytes in maximum; maximum radiated power of the equipment must not exceed 25mW.

4.3 **Terms of use**. Customer acknowledges that the provision of Network is governed by Applicable Law, including from authorities such as the European Telecommunications Standard Institute and the US Federal Communications Commission. Customer shall, and shall ensure that its End Customers will, (a) comply with Applicable Law and regulations applicable to its business, activity or obligations under the Agreement, including but not limited to those related to the use of the spectrum by Activated Objects, Network Technical Specifications and applicable export laws, regulations and orders; (b) not use the Services in connection with any activities related to the design, development, production, stockpiling or testing of any weapons of mass destruction (nuclear, chemical or biological weapons or missiles); (c) not use the Network to store or transmit unlawful data, or to store or transmit data in breach of third-party rights; (d) not provide the Provider with direct or indirect access to Personal Data without prior compliance with the Data Protection Laws; (e) not connect to the Network any Activated Object, equipment, materiel, products or systems that have not obtained a Certification as of that date; (f) not interfere with or disrupt the integrity of the Network and not gain or attempt to gain unauthorized access to the Network or its related systems; (g) not reverse engineer, disassemble or

decompile any software embedded in the Services, Network and/or Activated Objects. Furthermore, Customer acknowledges and agrees that all Activated Objects within a BSS Order may not be able to communicate at the same time and that all communication must be carried out in compliance with any existing and future applicable standards and norms published or recommended by a standardization organization or authority.

4.4 **Not suitable use of Services.** Services are not suitable for every use-case, in particular the Services are not suitable to be used: (a) as a part of a critical infrastructure which functional instability could have substantial effect on state security, ensuring a fundamental life needs of the citizens, health of an individual or state economy, (b) for purposes where immediate unavailability or erroneous, inaccurate, delayed or incomplete content, data or information could lead to death, injury, damage to property or environment or to any other serious outcome. The Services do not provide access to emergency numbers.

4.5 **Provider obligations.** Provider shall (i) provide the Services in accordance with the Agreement; (ii) perform its obligations under the Agreement in accordance with good industry practice; (iii) comply with laws and regulations applicable to its business as a provider of such Services; (iv) comply with the SLA; (v) publish the Coverage Map; (vi) reply to any reasonable request from the Customer for information related to the Services or to the Network; (vii) provide to the Customer an access to the BSS and to the BSS Portal in accordance with their respective terms and conditions of use which are available on the BSS and the BSS Portal, if applicable.

4.6 **Customer obligations.** Customer shall (i) comply with the Agreement; (ii) pay the Selling Price and/or any applicable prices in accordance with the Agreement; (iii) use the Services only for its own internal needs and/or within the sale of its Packaged Offers in accordance with Article 4.7 and 4.8 below; (iv) use the BSS Portal according to the terms of use available through the BSS Portal (if applicable) in order to place the BSS Orders for Services; (v) use the ticketing tools in accordance with their terms and conditions of use, as further described in the SLA; in particular, the Customer commits to declare accurately the sector, the sub-sector, the application, the application-type and the profile per device type and per BSS Order; (v) ensure to have adequate operational systems which allow the Customer to connect to the BSS and the BSS Portal; (vi) ensure that its End Customers comply with any relevant obligations under the Agreement.

4.7 **Packaged Offers.** Customer may use the Services for its own purposes and/or to provide, under its sole responsibility, the Packaged Offer to its End Customers. As a result, the Customer is solely responsible for dealing with and settling any request, complaint and claim from the latter regarding the Packaged Offer and/or the Activated Objects for which

the Customer cannot claim any indemnification from the Provider. Customer shall immediately inform the Provider of any material comment or complaint from the End Customers related to the Network.

4.8 **Brokerage.** Customer shall not directly or indirectly (including through its Affiliates or third parties) resell the Services without a significant added value which means the value of the services (such as financial or commercial engineering, billing, specific payment and/or commercial terms, forward pricing, bundle with Activated Objects and other services or platforms, volume risks management, application platform, currency risks management) offered to the End Customers on top of the Services in order to constitute the Packaged Offer; such added value of the service must represent at least 50% of the price of the Services incorporated in the Packaged Offer. As an exception, the Customer is allowed to sell the Services and therefore shall not be deemed to be in breach of this Article 4.8, provided that (i) it does not cumulate Activated Objects from different End Customers or third parties in the same BSS Order and (ii) all Activated Objects in every and each BSS Order are solely assigned, directly or indirectly, to one distinct End Customer or third parties including its Affiliates.

4.9 **Roaming.** Services are available only in the Territory covered by the Network as presented through the Coverage Map. In the event that Activated Objects are used for a roaming, the Provider does not guarantee and is not responsible for the availability of the Services outside of the Territory. Provider is not responsible for a quality of the services provided by foreign providers within the roaming. Information concerning areas currently covered with the radio signal, enabling access to SIGFOX technology are available at https://www.sigfox.cz/ and www.sigfox.com. Provider provides necessary cooperation to the Customer for the purpose of any complaints regarding access to SIGFOX technology, which is performed outside of the Territory.

4.10 **Availability of the Services**. The Services (or its specific parts, as may be specified in this Agreement) are provided subject to the SLA. Without incurring any liability, the Provider may suspend the Services for any maintenance, modification and/or technical failure of the Network and notably to safeguard the security and integrity of the Network. Provider shall give the Customer prior notice of such suspension, where reasonably practicable, as set out in the SLA. Access to the Network and the quality and availability of the Services may be affected by events outside of Provider's control, including, but not limited to, atmospheric conditions, physical obstructions, other radio interference, internet suspension or services provided by third parties. Notwithstanding such adverse effects on the Services, which may lead to Frames not being conveyed or received as intended, the Provider shall not be held liable for such events and related effects, the Selling Price shall remain due and payable by the Customer without any refund from the Provider.

4.11 **SLA claims.** Claims under the SLA are Customer's sole and exclusive remedy for any performance or availability issues of the Services under the Agreement. The claims under the SLA may be claimed by the Customer in the event that the Services are in breach of the SLA.

4.12 **Limited Mode.** When using the Services in Limited Mode, Customer is entitled to use the Services subject to Provider's prior authorisation, even without a valid BSS Order. In such an event, the Customer shall comply with these Terms; Provider is not bound by these Terms and disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, suitability for a particular purpose, and non-infringement. Provider reserves the right to terminate or suspense Customer's use of the Services in the Limited Mode at any time and disconnect any and all Customer's devices from the Network.

5   PRICE AND PAYMENTS

5.1 **Subscription.** Services are provided on a subscription basis. The Subscription Period is applicable to each Activated Object individually. The Subscription Period is one (1) year, unless stipulated otherwise in the BSS Order.

5.2 **Prepaid Services.** The Services are provided as prepaid services and the prices are up-front, regardless of Customer's actual use of the Services. This does not affect any applicable rules on over-usage of the Services in accordance with the Product List. Provider will not refund any fees or charges already paid.

5.3 **Selling Price.** Selling Price is set out in the BSS Order placed in the BSS Portal. The Selling Price listed for the BSS Order remains fixed and cannot be changed for the whole duration of the BSS Order. Any fees or charges not specified in the Agreement shall apply based on the Standard Price List.

5.4 **Invoicing.** Invoices for the Services are issued on a monthly basis and delivered to the Customer via an email.

5.5 **Prices and terms of payment for End Customers.** Customer is free to set prices and any applicable terms of payment for its End Customers at its own discretion. They are not subject to Provider's authorisation or approval.

5.6 **Unconditional payments.** Customer is responsible for its own business risks and for the payments from its End Customers. Customer's obligation to pay for the Services is not subject to the payments between the Customer and its End Customers.

5.7 **Terms of payment.** All payable payments are in the Czech crowns (CZK). If charges are set in Euros (EUR), the charges will be converted into CZK at the exchange rate published by the Czech National Bank on the invoice date.

5.8 **Invoicing terms.** All charges and fees are due within thirty (30) days from the invoice date. Customer shall provide the Customer complete invoicing and contact details and shall inform the Provider of any changes. Overview of the fees for each month is available in the BSS Portal.

5.9 **Invoice dispute.** Customer shall only dispute an invoice by notifying the Provider in writing within fifteen (15) days of the date of invoice, including details of why it disputes the invoice and how much it believes is payable, and in any event paying undisputed amounts by the due date. Customer shall only dispute amounts with reasonable cause and in good faith.

5.10 **Late payment.** If Customer does not pay the invoice by seven (7) days after the due date, and has not raised a dispute in accordance with Article 5.9 above, the Provider may, take any or all of the following actions until paid in full (including interest): (i) charge interest on the unpaid amount at 0.05% per day; (ii) charge reasonable administration costs; and (iii) and take action under Article 9.1 and/or 10.2 of these Terms.

5.11 **No Set-off.** Neither Party shall have any right of set-off or other similar rights with respect to (i) any amounts received pursuant to the Agreement or (ii) any other amounts claimed to be owed to the other Party arising out of the Agreement or any other agreement between the Parties.

5.12 **Tax obligations.** All fees and charges are stated exclusive of any applicable VAT and all duties, levies (including taxes levied on the supply of the Services) or any similar charges, which shall be paid by Customer to Provider (in the case of VAT, upon receipt by Customer of an appropriate tax invoice).

6   INTELLECTUAL PROPERTY

6.1 **Intellectual property.** Customer may use Providers' business names, denomination and word or logo trademarks available at Provider's websites in order to market and promote the Network, Customer's Packaged Offers and other purposes if provided in connection with the Services.

6.2 **Reservation of rights.** Without prejudice to Article 6.1, the performance of the Services shall not include the transfer or grant of any rights to Provider's intellectual property rights. In particular, except for Article 6.1, no trademarks, patents or any other intellectual property rights of the Provider and/or SIGFOX are hereby granted.

7   DATA

7.1 **Customer's application information.** At Provider's request, Customer shall provide the Provider with information about Packaged Offers and/or Customer's applications type (for example: utilities, energy, tracking, metering, monitoring, assisted living, telemedicine, payment, access control) and the functional and technical characteristics of Activated Objects (for example number of sensors, autonomy,

class of emission). Such Data is required to optimize the Services and any features therein.

7.2 **Data**. Customer acknowledges that Provider may collect, use and process data related to Customer's (and its End Customers') use of the Services, including, but not limited to, Localization Data and Traffic Data for the term of the Services, but no less than six (6) months. Customer acknowledges that all data processed within the Services, including Traffic Data, Location Data, Transferred Content and other data related to the Customer´s BSS Account or the BSS Portal, may be collected, used, transferred, processed and stored for the purposes of the provision, development or improving a quality of the Services and any of its elements or functions or for development of new services or for statistical and analytical purposes. Such data may include technical, statistical or diagnostical data related to the Services and its usage and the Provider is entitled to process such data without any limitation, as well as transfer them within the European Union for the purpose of preservation, processing and further usage. Such data will not be misused by the Provider or a third party to gain their own commercial profit, in particular, Provider will not use such data for its own commercial purposes or trade them to a third parties.

7.3 **Personal Data protection.** The Services are not designed or intended for any transfer or processing of Personal Data between Customer and Provider. In accordance with the Agreement (especially Article 4.3 (d) of these Terms), the Customer may not transfer any Personal Data to the Provider and Provider will have no access to any Personal Data. However, notwithstanding the foregoing, if some Personal Data are transferred to the Provider, the Customer shall (i) inform the Provider without undue delay hereof; (ii) ensure the compliance with the Data Protection Laws; and (iii) ensure all applicable documents are in place, including necessary consent, information to be given to data subjects and any other requirements in line with Data Protection Laws in order that the Provider is authorised to process such Personal Data. Provider shall process such Personal Data only on Customer's instructions for the provision of the Services for the term of the Agreement. Personal Data will be deleted from Provider's systems as soon as they are no longer needed for the provision of the Services, based on Customer's instructions. Provider will protect such Personal Data in accordance with market technology standards corresponding to the nature of the Services (data transmission within the Network); for the avoidance of doubt, all security measures to secure Personal Data shall be adopted by the Customer and/or its End Customers. Provider is not responsible for any interference with Personal Data within the Network (both in transit and at rest) by a third party, based on which such a third party could obtain access to the Personal Data of the Customer or its End Customers and use, exploit, or provide such Personal Data to third parties. In the case that some Personal Data are transferred to the Provider, Provider ensures that persons authorized to process such Personal Data are bound by confidentiality. Under no circumstances, is the Provider responsible for any damage suffered by the Customer and/or its End Customer as a result of or in relation to the processing of Personal Data; in particular, the Provider is not responsible for any fine or sanction which would be imposed on the Customer and/or the End Customer for a violation of the Data Protection Laws.

8 CONFIDENTIALITY

8.1 **Confidentiality**. Each Party undertakes to the other Party to treat as confidential all Confidential Information. Each Party may only use the Confidential Information for the purposes of, and in accordance with the Agreement and may only provide its employees, directors, sub-contractors, professional advisers and Affiliates' employees with access to the Confidential Information on a strict "need-to-know" basis. Each Party shall ensure that the aforementioned people are bound to hold all Confidential Information in confidence to the standard required under the Agreement. On termination or expiry of the Agreement, this Article shall remain in full force and effect for three (3) years from such expiry or termination.

9 SUSPENSION OF SERVICES

9.1 **Suspension with notice**. Without prejudice to other rights and remedies under the Agreement and the Applicable Law, the Provider is entitled to suspend the Services (in whole or part), after giving thirty (30) day notice in writing to the Customer (i) if the Customer is in breach of any of its obligations set out in Article 5 above; or (ii) in case of use of the Services or Activated Objects that is non-compliant with the Agreement; or (iii) in case of late payment of invoices relating to the Services; except if the Customer cures the breach or pays the invoice, as applicable, within the period of thirty (30) days mentioned above.

9.2 **Suspension without notice**. Without prejudice to other rights and remedies under the Agreement and the Applicable Law, the Provider is entitled to suspend all or part of the Services without notice (i) in case of use of the Services or Activated Objects that seriously affects the stability or the security of the Network; or (ii) in case of any fraudulent or illegal use of the Services and/or of the Activated Object; (iii) in case of a request and/or order from law enforcement, a judicial body, or other government agency or regulatory body; (iv) where provision of the Services is or becomes unlawful under any applicable law.

9.3 **Duration of Suspension**. Provider shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

9.4 **Consequences of suspension**. Upon any such suspension, the Provider shall not be liable for any damages that may result in or arise out of the suspension. The suspension shall trigger the payment of all the amounts due by the Customer to the Provider

pursuant to the Agreement, whether invoiced or to be invoiced.

10 TERM AND TERMINATION

10.1 **Agreement term.** The Agreement commences on the date stipulated in the BSS Order and will continue for the term stipulated in the BSS Order or until the earlier termination of the Agreement.

10.2 **Termination.** Provider may terminate the Agreement (or any of its parts) at any time and with immediate effect, where reasonably applicable after giving a prior notice in writing to the Customer, upon the occurrence of any of the following events: (i) in the case of a request and/or order from law enforcement, a judicial body, or other government agency or regulatory body; (ii) where provision of the Services is or becomes unlawful under any Applicable Law; (iii) the Customer participation in fraudulent or illegal activities, or (iv) the Customer use of the Services adversely affects the stability or the security of the Network repeatedly or for a longer period, or Provider's ability to provide the Services.

10.3 **Consequences of termination and expiry.** Termination of the Agreement and/or BSS Order shall trigger the payment of all the amounts remaining due by the Customer to the Provider pursuant to the Agreement and such a terminated BSS Order, whether invoiced or not, until the date of termination. The expiry or termination of the BSS Order shall not affect the provisions of the Agreement which are expressly or by nature intended to remain effective after the expiry or termination of the Agreement and/or BSS Order, including "Intellectual Property", "Confidentiality" and "Liability" clauses of these Terms.

11 LIABILITY

11.1 **Liability of the Provider.** Provider's total and aggregate liability under the Agreement, whatever the legal basis for the claim, shall be limited to direct damages up to the amount paid by Customer to Provider for the Services giving rise to that liability during the last twelve (12) months before the occurrence of Provider's liability. Provider and Customer agree that this limitation reflects the damage that can be foreseen at the time of conclusion of this legal agreement between them, taking into account all circumstances the Parties know or should know while exercising due care and that can arise from a breach of Provider's obligations under the Agreement. The liability cap set out above shall not apply in case of gross negligence or wilful misconduct of the Provider, for which the Provider is legally liable and solely responsible. To the maximum extent permitted by Applicable Law, whatever the legal basis for the claim, Provider will not be liable for any indirect damages, as well as for any damage resulting from an interruption of business or an operating loss, loss of profits, benefits or clients, damage to reputation, the non-occurrence of anticipated savings, productivity gains or competitive advantage. The Provider's liability for any failure to perform its obligations under the

Agreement shall be excused, if such failure is related to or caused by any of the following: (i) any act or omission by the Customer or its employees, suppliers, providers, agents or third parties, including any failure to perform its obligations under the Agreement or, where applicable, any wrong description of its needs or specifications leading to the inadequacy of the Services; (ii) any act or omission by any third party or a Force Majeure Event.

11.2 **Indemnification.** Customer guarantees and shall defend, hold harmless and indemnify the Provider from and against any and all losses, including lawyers' fees and damages, which may result from any proceeding or claim filed by End Customers or by any third party regarding the Packaged Offer and/or the Activated Object.

12 FORCE MAJEURE

12.1 **Force majeure.** Neither Party may be bound to perform its obligations under the Agreement for the period during which (and to the extent that) the Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event. Where any Force Majeure Event (whether it relates to one or the other Party) subsists for one hundred and twenty (120) or more consecutive days, each Party shall be entitled to terminate the Agreement.

13 MISCELLANEOUS

13.1 **Survival of clauses.** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force.

13.2 **Assignment.** The Customer shall not forward, transfer, renew, burden or contractually pass any of its rights and obligations arising from the Agreement without prior written consent of the Provider. Provider is entitled, at its discretion, to forward, transfer, burden or contractually pass the BSS Order and/or all its rights and/or obligations arising from the Agreement to a third party as a consequence of change of the person, which is entitled to operate SIGFOX network in the Territory.

13.3 **Subcontracting.** Provider may freely sub-contract its rights and obligations under the Agreement. In case of sub-contracting by a Party, this Party shall remain responsible for its obligations under the Agreement performed by its subcontractors to the same extent as if such obligations have been performed directly by such Party.

13.4 **Entire agreement.** Except for fraudulent misrepresentation, the Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements between the Parties relating to the same. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement, promise or warranty made, or agreed to, by any person, except those expressly provided for by this

Agreement. Unless expressly set out in this Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.

13.5 **No waiver.** Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be agreed in writing by authorised individuals and will not give rise to an on-going waiver of that right unless it is expressly stated to do so.

13.6 **Independent Parties**. The Parties shall be independent contractors. Except as expressly provided in the Agreement, the Provider does not undertake to perform any obligation of the Customer, whether regulatory or contractual, or to assume any responsibility for the Customer's business or operations. The Agreement establishes and shall only be construed as establishing a contract between unrelated business entities for the provision and purchase of Services and does not and shall not be deemed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose. The Customer shall not make any agreement, guaranty or representation on behalf of the Provider and/or SIGFOX.

13.7 **Audit.** Provider (including, for the purpose of this Article, any designated auditors) shall have the right to perform audits in order to ensure the compliance of the Customer with its obligations (in particular with the prohibition to resell the Services under Article 4.8 above and/or the declaration on the BSS Order), upon reasonable prior notice to the Customer and during normal business hours. In the event the Customer is in breach of its obligations pursuant to the Agreement, the costs and expenses entailed by any related audit shall be fully borne by the Customer. Customer shall fully co-operate with the Provider and the external auditors appointed by the Provider, as the case may be, including by providing the access to any relevant information to the extent reasonably necessary to carry out the audit.

13.8 **Applicable law.** The Agreement, the Terms and the relationship between Provider and Customer under the Agreement shall be governed by Czech law.

13.9 **Jurisdiction and venue.** All disputes arising from the Agreement shall be subject to the jurisdiction of the Czech Telecommunication Office, provided that it is competent under Act no. 127/2005 Coll., Electronic Communications Act. Otherwise, the disputes shall be subject to the jurisdiction of the District court for Prague 1 or by the Municipal Court in Prague, as applicable.

APPENDIX 1 – PRODUCT LIST

1 DEFINITIONS

1.1 Capitalized terms shall have the meaning ascribed to them in the Terms, this clause or in other provision of this Product List.

"Overusage Event" has a meaning ascribed to in clause 3.1 of this Product List.

"Retail Price Grid" or **"RPG"** means a price grid as indicated in the Standard Price List. This grid is used to determine the Unit Price.

"Subscription Level" means the packages of number of Frames that each Activated Object is allowed to emit and/or receive. Subscription Levels are represented as rows in the RPG.

"Unit Price" means a price per year and per Activated Object, that appears at the intersection point of an RPG where rows are defined as Subscription Levels"; and columns are defined as "Volume Tranches".

"**Volume Commitment**" or "**VC**" means the volume commitment equal to the number of objects committed to be Activated in a given BSS Order during the first three (3) years from the placement of the BSS Order.

"**Volume Reached**" or "**VR**" is equal to the total number of Activated Objects under the BSS Order (considered on the last day of a given month if not indicated otherwise).

"**Volume Tranche**" means an indication of the number of Activated Objects placed in a BSS Order. Volume Tranche are represented as columns in an RPG. Volume Tranches are described Standard Price List.

2 SELLING PRICE

2.1 Selling Price to be paid by the Customer for the Services may consist of: (i) Commitment Fee, (ii) Subscription Fees, (iii) Access Fees, and/or (iv) premium option fees. The calculation of the Commitment Fees and of the Subscription Fees are based on the Retail Price Grid(s) as provided in Standard Price List.

2.2 **Retail Price.** The RP ("**RP**" or "**Retail Price**") is used to determine the Subscription Fees and potential Commitment Fees. The RP depends on the nature of the BSS Order and is calculated as follows: $RP = Unit\ Price \times (1 - x)$.

Where:

- Unit Price is the Unit Price of the Applicable RPG;
- x is the applicable discount as provided by the Provider for the Commitment Duration in accordance with clause 2.3 below.

2.3 **Commitment Duration.** Provider can propose to the Customer a duration commitment (beyond one year). Subject to placing a BSS Order with a duration commitment ("**Commitment Duration**"), Customer may benefit from a discount given by the Provider.

2.4 **Commitment Fee (when applicable)**. For BSS Orders with a Volume Commitment, Provider invoices in full, within a calendar month of a BSS Order's placement date, a one-time fee per object ("**Commitment Fee**" or "**CF**") calculated as follows: $CF = CFR \times RP$

Where:

- CFR ("**Commitment Fee Ratio**") is equal to 50% and can be adjusted by Provider in accordance with clause 5.1 of this Product List;
- RP is determined using the Unit Price of the regional RPG or any international RPG (hereinafter "**Applicable RPG**").

If the Customer does not achieve its VC after three (3) calendar years from entering into the BSS Order, a specific fee may be invoiced by Provider to the Customer as per the conditions defined in this Product List.

If the Agreement (BSS Order) is terminated before the end of the Commitment Duration, the Subscription Fee for the remaining years will be immediately applicable and invoiced by Provider in full.

2.5 **Subscription Fees.** For each Activated Object on any given day, Provider will invoice a daily fee ("**Subscription Fee**" or "**SF**"), calculated as follows: $SF = (1 - \text{Applicable CFR}) \times RP_{\text{Applicable RPG}} \times \frac{1}{365}$

Where:

- Applicable CFR is equal to the CFR of the BSS Order for the first year after Activation, 0% afterwards
- $RP_{\text{Applicable RPG}}$ is the Retail Price of the Applicable RPG.

2.6 **Subscription Fees invoicing.** Subscription Fees are invoiced by Provider in accordance with the following conditions:

2.6.1 For the **annual prepayments**, a full year of Subscription Fees will be invoiced at the beginning of the month following:

- the Activation of the object (i.e. when the object becomes the Activated Object);
- every anniversary of the Activated Object.

2.6.2 For the **multi-years prepayments**, as many years of Subscription Fee – as there are in the Commitment Duration of the BSS Order will be invoiced:

- at the beginning of the month following the Activation of the object (i.e. when the object becomes the Activated Object);
- after the Commitment Duration, a full year of Subscription Fees at the beginning of the month following every anniversary of the Activated Object.

2.7 **Premium options.** Premium options are available to Customer and such premium option fees may be charged in addition to the Commitment Fee (if any) and the Subscription Fees in accordance with the terms and conditions of a particular premium option (see clause 7 of this Product List).

3 OVERUSAGE

3.1 **Subscription Level upgrade.** There is an Overusage Event when on a given day, for any BSS Order the average number of Frames per Activated Object is above the maximum daily usage defined as per the Subscription Level.

3.1.1 A maximum of thirty (30) Overusage Events are allowed per BSS Order in each calendar year. If thirty-one (31) Overusage Events occur in a given calendar year, Provider shall immediately inform the Customer that the Unit Price of the given BSS Order will be automatically increased to the relevant Subscription Level for the remaining duration of the BSS Order.

3.1.2 The relevant Subscription Level is the Subscription Level that has been reached the most times in the 31 Overusage Events considered. Should the initial Subscription Level be the highest Subscription Level, Provider shall notify the Customer of the maximum usage allowed within the highest Subscription Level.

3.1.3 After Subscription Level upgrade, the Overusage mechanism (under this clause 3 of this Product List) still applies.

3.1.4 No discount or refund shall be applied, nor shall any unused allowance be carried forward in the event that the Customer does not use the newly allocated daily Frames.

3.1.5 In case of Subscription Level upgrade, the below fees (see clauses 3.2 and 3.3 of this Product List) apply at the moment of the Subscription Level upgrade.

3.2 **Commitment Overusage Fee.** The "**Commitment Overusage Fee**" or "**COF**" is a one-time fee, invoiced by Provider to Customer, applicable to the BSS Order with a VC, which corresponds to the adjustment of the Commitment Fee for objects of the BSS Order that are yet to be Activated at the date of the Subscription Level upgrade (see clause 3.1 of this Product List).

The COF is defined as follows: $CFR \times (VC - VR) \times (RP_{NEW} - RP_{OLD})$

Where:

- CFR is the Commitment Fee Ratio that has been applied to the BSS Order,
- VC is the Volume Commitment of the BSS Order,
- VR is the Volume Reached at the date of the Subscription Level upgrade,
- RP_{NEW} is the Retail Price applicable for the BSS Order immediately after the Subscription Level upgrade is triggered,
- RP_{OLD} is the Retail Price applicable for the BSS Order immediately before the Subscription Level upgrade is triggered.

3.3 **Subscription Overusage Fee.** The "**Subscription Overusage Fee**" or "**SOF**" is a one-time fee, per already Activated Object still within its Commitment Duration, calculated at the date of the Subscription Level upgrade, which corresponds to the adjustment of the Subscription Fee for objects of the BSS Order that are already Activated at the date of the Subscription Level upgrade.

The SOF is defined as follows: $SOF = (RP_{NEW} - RP_{OLD}) \times \left(Years + (1 - Applicable\ CFR) \times \frac{Anniv.date - OE\ date}{365} \right)$

Where:

- Applicable CFR is equal to the CFR of the BSS Order for the first year after Activation of the object, 0% afterwards,
- RP_{NEW} is the Retail Price applicable for the BSS Order immediately after the Subscription Level upgrade is triggered,
- RP_{OLD} is the Retail Price applicable for the BSS Order immediately before the Subscription Level upgrade is triggered,
- Years is the number of full calendar years prepaid remaining for the object,
- Anniv. date – OE date is the number of days between
  - Anniv. date = the next anniversary date of the Activation of the object and
  - OE date = the calendar date at which the 31st Overusage Event happens – triggering the Subscription Level upgrade on that same day.

4 INTERNATIONAL AREAS AND ROAMING OVERAGE

4.1 International Areas.

4.1.1 **Conditions & Obligations.** In this pricing mechanism, Customer can select at BSS Order placement either one of the two (2) predefined:

(i.) Regional International Area

(ii.) Worldwide International Area

4.1.2 **Regional Predefined Areas.** Customer acknowledges that there may not be a local SIGFOX network in the territories below at the Effective Date. The Regional Predefined Areas as defined by Provider are defined as follows:

Americas Area: Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Bermuda, Bolivia, Brazil, Canada, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Falkland Islands, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Trinidad & Tobago, United States of America, Uruguay, Venezuela

APAC Area: Australia, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China, Chinese Hong Kong/Macau, Chinese Taiwan, Dominica, Fiji, French Polynesia, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, New Zealand, North Korea, Papua New Guinea, Philippines , Polynesia, Samoa, Singapore, South Korea, Sri Lanka, Thailand, Timor-Leste, Tonga, Vanuatu , Vietnam , Wallis & Futuna

Europe Area: Albania, Andorra, Antarctica, Armenia, Austria, Belarus, Belgium, Belize, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Antilles (Guadeloupe & Martinique), French Guyana, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Ireland, Israel, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova. Republic of Monaco, Montenegro, Montserrat, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, UK

MEA Area: Afghanistan, Angola, Azerbaijan, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Ivory Coast, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius Islands, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Qatar, Reunion Islands, Rwanda, Saudi Arabia, Senegal, Sierra Leone, Somalia, South Africa, Sudan, Suriname, Swaziland, Syria, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, UAE, Uzbekistan, Yemen, Zambia, Zimbabwe

4.1.3 **World Predefined Areas.** This area is equal to the addition of all the regional areas.

4.2 Roaming overage.

4.2.1 **Upgrade to Worldwide Predefined Area.** For a BSS Order on (i) the Network in the Territory (under the Local pricing mechanism) or (ii) a given Predefined Area, if the following daily-calculated ratio is superior or equal to 10%, more than 30 times over a calendar year, then the BSS Order shall automatically be upgraded to the Worldwide Area and its corresponding RPG: $daily\ out\ of\ Area\ ratio = \frac{\sum_{i=1}^{n} Nout_i}{Ntotal}$

Where:
- n = number of territories which are (i) not the Territory or (ii) not a Predefined Area of the BSS Order,
- $Nout_i$ = number of Roaming Out Frames emitted or received by Activated Objects of the BSS Order on such day in the Territory,
- Ntotal = total number of Frames emitted or received by Activated Objects of the BSS Order on such day,

In case of upgrade to Worldwide Area, the below fees (see clauses 4.2.2 and 4.2.3 of this Product List) apply at the moment of the upgrade.

4.2.2 **Commitment Roaming Overage Fee.** The "**Commitment Roaming Overage Fee**" or "**CROF**" is a one-time fee, invoiced by Provider to Customer, applicable to the BSS Orders with a VC, which corresponds to the adjustment of the Commitment Fee for objects of the BSS Order that are yet to be Activated at the date of the upgrade to Worldwide Area. The CROF is defined as follows: $CROF = CFR \times (VC - VR) \times (RP_{NEW} - RP_{OLD})$

Where:

- CFR is the Commitment Fee Ratio applicable for the BSS Order,
- VC is the Volume Commitment of the BSS Order,
- VR is the Volume Reached at the date of the upgrade,
- RP_{NEW} is the Retail Price applicable for the BSS Order using the Worldwide Area RPG,
- RP_{OLD} is the Retail Price applicable for the BSS Order immediately before the upgrade is triggered.

4.2.3 **Subscription Roaming Overage Fee.** The "**Subscription Roaming Overage Fee**" or "**SROF**" is a one-time fee, per already Activated Object still within its Commitment Duration, calculated at the date of the upgrade to the Worldwide Area, which corresponds to the adjustment of the Subscription Fee for objects of the BSS Order that are already Activated at the date of the upgrade.

$$SROF = (RP_{NEW} - RP_{OLD}) \times \left(Years + (1 - Applicable\ CFR) \times \frac{Anniv.\ date\ - OE\ date}{365}\right)$$

Where:

- Applicable CFR is equal to the CFR of the BSS Order for the first year after Activation of the object, 0% afterwards,
- RP_{NEW} is the Retail Price applicable for the BSS Order using the Worldwide Area RPG,
- RP_{OLD} is the Retail Price applicable for the BSS Order immediately before the upgrade is triggered,
- Years is the number of full years prepaid remaining for the object,
- Anniv. date – OE date is the number of days between
  - Anniv. date = the next anniversary date of the Activation of the object and
  - OE date = the calendar date at which the 31st time the daily out of Area ratio is superior or equal to 10% within a calendar year – triggering the upgrade to the Worldwide Area on that same day.

5   EXCEPTIONS TO COMMITMENT FEE

5.1   Commitment Fee Flexibility

5.1.1 **Commitment Fee adjustment.** The Commitment Fee can be adjusted between twenty percent (20%) and fifty percent (50%) of the applicable Retail Price. In such case, the Commitment Fee is calculated as follows: $Commitment\ Fee = (CFR - x) \times RP$.

- Where *x* is a ratio (also further referred to as "**flexibility ratio**") equal to any amount between zero and thirty percent, e.g. if the Commitment Fee is adjusted to 23% of the applicable Retail Price, then x = 27%.

The remainder of the adjusted Commitment Fee (the "**Activation Commitment Fee**" or "**ACF**"), which was not invoiced at the BSS Order placement date, is rebalanced and invoiced at Activation of the objects of the BSS Order. ACF is a one-time fee invoiced per object by Provider to Customers at Activation of the object calculated as follows: $Activation\ Commitment\ Fee = x \times RP$

- Where: RP is equal to the applicable Retail Price, x is the flexibility ratio defined above.

Access Fees apply to the ACF.

5.1.2 **Impact on the Overusage adjustments.** In the cases of Subscription Level upgrade (see clause 3.1 of this Product List) for a BSS Order with Commitment Fee Flexibility, the COF is calculated as follows: $COF = (RP_{NEW} - RP_{OLD}) \times \left((CFR - x) \times (VC - VR) + \sum_{i=1}^{n} x \times \frac{Anniv.date_i - OE\ date}{365}\right)$

Where:

- CFR is the Commitment Fee Ratio applicable for the BSS Order,
- VC is the Volume Commitment of the BSS Order,
- VR is the Volume Reached at the date of the Subscription Level upgrade,
- RP_{NEW} is the Retail Price applicable for the BSS Order immediately after the Subscription Level upgrade is triggered,
- RP_{OLD} is the Retail Price applicable for the BSS Order immediately before the Subscription Level upgrade is triggered,
- n is the number of already Activated Object still within their Commitment Duration,
- x is the flexibility ratio defined above,
- Anniv. date – OE date is the number of days between
  - $Anniv.\ date_i$ = the next anniversary date of the Activation of the Object and
  - OE date = the calendar date at which the 31st Overusage Event happens – triggering the Subscription Level upgrade on that same day.

5.1.3 **Impact on the Roaming Overage adjustments.** In the cases of Roaming Overage (see clause 4 of this Product List) for a BSS Order with Commitment Fee Flexibility, the CROF is calculated as follows: $CROF = (RP_{NEW} - RP_{OLD}) \times \left((CFR - x) \times (VC - VR) + \sum_{i=1}^{n} x \times \frac{Anniv.date_i - OE\ date}{365} \right)$

Where:

- CFR is the Commitment Fee Ratio applicable for the BSS Order,
- VC is the Volume Commitment of the BSS Order,
- VR is the Volume Reached at the date of the upgrade,
- RP_{NEW} is the Retail Price applicable for the BSS Order using the corresponding RPG,
- RP_{OLD} is the Retail Price applicable for the BSS Order immediately before the upgrade is triggered,
- n is the number of already Activated Object still within their Commitment Duration,
- x is the flexibility ratio defined above,
- Anniv. date – OE date is the number of days between
  - $Anniv.\ date_i$ = the next anniversary date of the Activation of the Object; and
  - OE date = the calendar date at which the 31st time the daily out of Area ratio is superior or equal to 10% within a calendar year – triggering the upgrade to Worldwide Area on that same day.

5.2 **Underperformance (VR < VC).**

5.2.1 If the Customer does not achieve its VC after three (3) calendar years of placing a BSS Order there are two possibilities as described below (see clause 5.2.2 and 5.2.3).

5.2.2 **Commitment Fee Flexibility.** If the Commitment Fee Flexibility (according to clause 5.1 of this Product List) has been used:

In this case, a Commitment Retrieval Fee (CRF) and a Commitment Underperformance Payment (CUP) will be invoiced by Distributor to the Customer. Upon settling the CRF and the CUP invoices, the Customer is able to maintain the same Retail Price for three (3) additional years.

The "**Commitment Retrieval Fee**" or "**CRF**" is equivalent to the outstanding Commitment Fee and is calculated as follows: $Commitment\ Retrieval\ Fee = (VC - VR) \times x \times RP$

Where

- *x* is the flexibility ratio (as defined in clause 5.1 of this Product List) of the BSS Order.

The "**Commitment Underperformance Payment**" or "**CUP**" is a prepayment for the first year of Commitment Duration. It is calculated as the remainder of the payment of the first year of Subscription Fees for the objects that were not Activated as follows: $Commitment\ Underperformance\ Payment = (VC - VR) \times 50\% \times RP$

5.2.3 **No Commitment Fee Flexibility.** If the Commitment Fee Flexibility (according to clause 5.1 of this Product List) has not been used:

In this case, the Customer has the choice to either:

(i) Pay the CUP, as described above, in order for the Retail Price of the BSS Order to stay the same. In this case, the Provider will invoice the CUP to the Customer; or

(ii) Not pay the CUP but accept that the Retail Price will be updated. In this case:

- the Retail Price of all objects in the BSS Order will be updated to the Retail Price of the Volume Tranche corresponding to VR in the Applicable RPG of the BSS Order;

- for all objects that were not Activated after three (3) calendar years of the BSS Order's placement, and until VC is reached, the Subscription Fee for the first year is calculated as follows: $Subscription\ Fee = (RP_{NEW} - 50\% \times RP_{OLD}) \times \frac{1}{365}$

Where:

- RP_{OLD} is the Retail Price applicable for the BSS before the 3-years check, related to the Volume Tranche corresponding to VC in the Applicable RPG of the BSS Order;

- RP_{NEW} is the Retail Price applicable for the BSS Order after the 3-years check, related to the Volume Tranche corresponding to VR in the Applicable RPG of the BSS Order.

Access Fees apply to CRF and CUP.

5.3 Overperformance (VR>VC)

5.3.1 If the Customer achieves its VC (VR>VC), and does not recommit (see clause 5.4 below), the following applies to any Activated Object over VC:

a) The Commitment Fee and Activation Commitment Fee are not applicable;

b) The Subscription Fee will be calculated as described in this Product List and/or in the Standard Price List with an Applicable CFR equal to 0 and the Retail Price of the Applicable RPG at the time the BSS Order was originally placed.

5.4 Recommitment.

5.4.1 The Customer can increase the VC after the placement of a BSS Order, at any given time regardless of the VR, subject to the full payment of the Recommitment Fee as defined in clauses 5.4.2 and 5.4.3 below. After the BSS Order modification, the Subscription Fee for the whole Committed Volume will be updated considering the new VC and the three (3) calendar years period (see clause 5.2 of this Product List) to activate the new VC is reset.

5.4.2 Recommitment – underperformance:

If VR<VC (underperformance):

$Recommitment\ Fee =$

$CFR \times RP_{NEW} \times VC_{NEW}$ *(new Commitment Fee)*

$-RP_{OLD} \times \big((CFR - x) \times VC_{OLD} + x \times VR\big)$ *(minus Commitment Fee and Activation Commitment Fee already paid)*

5.4.3 Recommitment – overperformance:

If VR>VC (overperformance):

$Recommitment\ Fee =$

$CFR \times RP_{NEW} \times VC_{NEW}$ *(new Commitment Fee)*

$-CFR \times RP_{OLD} \times VR$ *(minus Commitment Fee already paid and its equivalent on the extra volume reached)*

Where:

- CFR is the Commitment Fee Ratio applicable for the BSS Order,
- x is the flexibility ratio (as defined in clause 5.1 of this Product List) of the BSS Order, if applicable,
- RP_{NEW} is the new Retail Price applicable for the BSS Order using the new Volume Tranche,
- VC_{NEW} is the new total Volume Commitment of the BSS Order,
- RP_{OLD} is the former Retail Price that was applicable for the BSS Order before recommitment,
- VC_{OLD} is the former Volume Commitment of the BSS Order,

- VR is the Volume Reached at the date of the recommitment.

After BSS Order modification, the Subscription Fee for the whole Committed Volume will be updated considering the new VC and the three (3) calendar years period (indicated in section 5.2) to activate the new VC is reset.

6   TRANSFER

6.1   Intra-Transfer

6.1.1   Once placed, a BSS Order can be divided into more "BSS Suborders". The Customer is allowed to transfer Activated Objects from one BSS Suborder to another which belongs to the same BSS Order ("**Intra-Transfer**").

6.1.2   In case of Intra-Transfer:

- the remaining duration on the pre-transfer BSS Suborder of each object (to be Activated) is carried over to the post-transfer BSS Suborder; and
- no fee is associated with the transfer.

6.2   Extra-Transfer

6.2.1   In case that the Provider and Customer have entered into more than one BSS Orders (i.e. have concluded the respective number of Agreements), the Customer is allowed, at its discretion and without Provider's prior authorization, to transfer Activated Objects from one BSS Order to another, provided that these BSS Orders belong to the same Customer.

6.2.2   In the case of an Extra-Transfer, where **no Commitment Duration** was selected in the pre-transfer BSS Order:

- Customer will be invoiced the remaining Subscription Fee as per the RP of the pre-transfer BSS Order until the end of the started year.
- Customer will not be refunded for the remaining up-front payments (i.e the already pre-paid months will not be refunded).
- The transferred objects will benefit from a new RP and a new anniversary date corresponding to the transfer date in the post-transfer BSS Order.

6.2.3   In the case of an Extra-Transfer, where **Commitment Duration** was selected in the pre-transfer BSS Order:

- Customer will be invoiced the remaining Subscription Fee and Activation Commitment Fee as per the RP of the pre-transfer BSS Order until the end of the Committed Duration.
- The transferred objects will benefit from a new RP and a new anniversary date corresponding to the transfer date in the post-transfer BSS Order.

6.2.4   In the case of an Extra-Transfer, where **multi-year prepayment Customer payment** term was selected in the pre-transfer BSS Order:

- Customer will not be refunded for the remaining up-front payments (i.e the already pre-paid months will not be refunded).
- The transferred objects will benefit from a new RP and a new anniversary date corresponding to the transfer date.in the post-transfer BSS Order.

6.2.5   For the avoidance of doubt, the conditions of the post-transfer BSS Order will apply to all objects assigned to this post-transfer BSS Order, regardless of whether it is a transferred object or not.

6.3   The Provider reserves the right to disable any Intra-Transfer and/or Extra-Transfer, in particular when such Intra-Transfer and/or Extra-Transfer could have a detrimental effect on the provision of Services between the Parties.

7   PREMIUM OPTIONS

7.1   TEST FRAMES

7.1.1   **Description.** Test Frames are the first Frames emitted or received, to the callback interface (uplink) and from the callback interface to the Equipment (downlink) in order to test the Activated Object.

The Test Frames are provided in the Limited Mode (according to Article 4.12 of the Terms) and the SLA does not apply.

7.1.2   **Requirements**. Customer shall order one or more Test Frame(s) by filling-in the BSS Order the number of Test Frame(s) at the creation of the BSS Order.

The number of authorized Test Frame is applied on a per Activated Object basis and is from one (1) to ten (10), during six (6) months from the first emitted Test Frame. After these (6) months, the next Frame sent or received will be treated as an Activation for a given object. The allowance of Test Frames cannot be pooled across different Activated Objects in a BSS Order.

7.1.3   **Pricing**.

- Test Frames are provided free of charge.
- No Access Fees apply.
- No Network Fees apply.

7.2 ATLAS NATIVE

7.2.1 Description.

Atlas Native is a geolocation service providing the geographic coordinates (latitude/longitude) and an estimated radius for each Frame of an Activated Object delivered through a callback or an API interface.

Atlas Native is solely based on the Network location, which is computed by the Services using the properties and localization of the Activated Object and the Network.

Atlas Native is provided on a best effort basis (24/7 basis and 52 weeks a year in the Territory) and according to the following service level objectives:

- Availability: Atlas Native is available in no less than 99% of all Frames per one calendar quarter;
- Delivery time: Atlas Native is delivered in less than three (3) minutes for no less than 98% of all Frames per one calendar quarter;

The SLA does not apply to the provision of Atlas Native.

The quality of service of Atlas Native depends on the coverage of the Network (density of Equipment and their acknowledgement in the Services) and the volume of Activated Objects emitting around the location of the Activated Object.

Atlas Native is compatible with all Activated Objects.

7.2.2 Requirements.

Atlas Native can be ordered either in the BSS Portal or in writing, at the creation of the BSS Order or later, as an option on top of the Connectivity Services.

The expiry or termination of the Agreement shall automatically terminate the provision of Atlas Native.

7.2.3 Pricing

- Network Fees. No Network Fee applies to Atlas Native.
- Access Fees. Access Fees apply based on the following grid, in accordance with the Subscription Level and the Volume Tranche of the concerned BSS Order:

Subscription Level	Volume Tranches. Annual price per Activated Object									
	<1,000	>=1,000 and <10,000	>=10,000 and <25,000	>=25,000 and <50,000	>=50,000 and <100,000	>=100,000 and <250,000	>=250,000 and <500,000	>=500,000 and <750,000	>=750,000 and <1,000,000	>= 1,000,000
Atlas Native – Basic	0.112 EUR	0.112 EUR	0.098 EUR	0.098 EUR	0.084 EUR	0.084 EUR	0.07 EUR	0.07 EUR	0.056 EUR	0.056 EUR
Atlas Native – Plus	0.28 EUR	0.252 EUR	0.224 EUR	0.224 EUR	0.21 EUR	0.196 EUR	0.182 EUR	0.168 EUR	0.154 EUR	0.14 EUR
Atlas Native – Ultra	0.518 EUR	0.476 EUR	0.42 EUR	0.406 EUR	0.378 EUR	0.35 EUR	0.322 EUR	0.308 EUR	0.28 EUR	0.252 EUR

7.3 ATLAS WIFI

7.3.1 Description.

Atlas WiFi is a geolocation service providing the geographic coordinates (latitude/longitude) and an estimated radius of an Activated Object delivered through a callback or an API interface for each Frame.

Atlas WiFi is based on the combination of:

- WiFi location, which is computed by the Services and Provider's subcontractor(s) and
- the Network location, which is computed by the Services using properties and localization of the Activated Object and the Network.

Atlas WiFi is provided on a best effort basis (24/7 basis and 52 weeks a year in the Territory) and according to the following service level objectives:

- Availability: Atlas WiFi is available in no less than 99% of all Frames per one calendar quarter;
- Delivery time: Atlas WiFi is delivered in less than three (3) minutes for no less than 98% of all Frames per one calendar quarter;

The quality of service of Atlas WiFi depends on the technical characteristics of the Activated Object, the coverage of the WiFi infrastructure and the Network (density of Equipment and their acknowledgement in the Services) around the location of the Activated object.

Atlas WiFi is compatible with Activated objects embedding a WiFi module and following the WiFi protocol specifications provided by SIGFOX (available on demand).

7.3.2 Requirements.

Atlas WiFi shall be ordered in the BSS Portal, at the creation of the BSS Order or later, as an option on top of the Connectivity Services.

The expiry or the termination of the Agreement shall automatically terminate the provision of Atlas WiFi.

7.3.3 Mandatory principles.

Customer shall abide by the following principles:

- vehicle integrated applications; i.e. a solution capable of interacting with a vehicle system, or any component thereof, to enable, assist or augment the delivery of Atlas WiFi (or any information derived therefrom) through such solution into a vehicle or to an end user, including vehicle positioning sensors (for example GPS, triangulation, odometer, compass, gyroscope or accelerometer), navigation terminals or black boxes, and display screens installed in the vehicle (including a windshield display). Such use includes (i) where such solution is stored on a mobile object that is capable of connecting to a vehicle head-unit, in order to transfer or emulate the mobile object's screen image onto an in-vehicle head-unit display, and (ii) allowing the end user to control or operate the mobile object through the vehicle head unit or vice versa;

- applications with any systems or functions for automatic or autonomous control of vehicle behaviour, including systems or functions for the control of vehicle speed, braking, suspension, fuel, emissions, headlights, stability, drive train management, visibility enhancement and steering;

- route guidance applications; i.e. functionality for real-time provisioning of individual manoeuvres of a calculated route such that the manoeuvres are presented to the end user, or the end user is alerted to the manoeuvres, in any manner synchronized with the end user's position along such route, including: calculating the end user's position as the end user traverses the route and communicating a manoeuvre to the end user as the end user approaches the location pertaining to such manoeuvre.

Customer shall immediately inform Provider of any breach of the principles above.

Should a Customer not comply with the above requirements and should such breach not be cured within seven (7) days, Provider may immediately terminate the provision of Atlas WiFi.

7.3.4 Pricing

- Network Fees. No Network Fee applies to Atlas Wi-Fi.

- Access Fees. Access Fees apply based on the following grid, in accordance with the Subscription Level and the Volume Tranche of the concerned BSS Order:

Subscription Level	Volume Tranches. Annual price per Activated Object									
	<1,000	>=1,000 and <10,000	>=10,000 and <25,000	>=25,000 and <50,000	>=50,000 and <100,000	>=100,000 and <250,000	>=250,000 and <500,000	>=500,000 and <750,000	>=750,000 and <1,000,000	>= 1,000,000
Atlas WiFi – Basic	1.26 EUR	1.50 EUR	0.84 EUR	0.77 EUR	0.70 EUR	0.63 EUR	0.56 EUR	0.49 EUR	0.42 EUR	0.28 EUR
Atlas WiFi – Plus	1.82 EUR	1.61 EUR	1.40 EUR	1.33 EUR	1.26 EUR	1.19 EUR	1.12 EUR	1.05 EUR	0.98 EUR	0.84 EUR
Atlas WiFi – Ultra	2.80 EUR	2.59 EUR	2.38 EUR	2.31 EUR	2.24 EUR	2.17 EUR	2.10 EUR	2.03 EUR	1.96 EUR	1.82 EUR

APPENDIX 2 – SERVICE LEVEL AGREEMENT

1   PURPOSE

1.1   The purpose of this Appendix 2 is to specify the principles regarding the service level agreement ("**SLA**") and the support service.

1.2   This Appendix 2 may be updated from time to time for technological or commercial purposes. The Parties acknowledge the necessity of updates in order to achieve the state of the art for quality of service and the fact that such updates entail the modifications necessary of this Appendix, in order to meet the requirements of the global nature of the Network in the common interest of the Parties. The Parties therefore confirm that they will implement such updates to this Appendix. The Parties will negotiate in good faith necessary deviation to this Appendix in order to comply with mandatory Applicable Law.

2   SERVICE LEVEL AGREEMENT

2.1   **Limitations.** This SLA does not apply to any performance or availability issues and the Provider shall not be liable for such a failure:

a)   For reasons provided for in Article 4.10 of the Terms;

b)   Any performance or availability during the use of Services in the Limited Mode;

c)   The Services were suspended by the Provider in accordance with the Agreement;

d)   As a result of any failure of the Customer to comply with the Agreement;

e)   An Activated Object is moving at the speed higher than seven (7) km/h;

f)   Due to factors outside Provider's reasonable control (for example, Force Majeure Event, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to the Network, including at Customer's (or its End Customers') Activated Objects or connectivity between the Network and Cloud);

g)   Caused by Customer's (or its End Customer's) use of the Services, including, but not limited to, location of the Activated Objects outside of the Territory, error of the Activated Object, failure to meet the terms of use of the Activated Objects as given by their producer;

h)   Incident on circuits or Network elements provided by other communications providers or others common carrier not attributable to the Provider and/or not under the Provider's control or liability;

i)   That result from the use of services, hardware, or software not provided by the Provider, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services; and/or

j)   That result from your unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Network by means of Customer's Activated Objects, or otherwise resulting from Customer's failure to follow appropriate security practices.

2.2   **Service Credits.** Service Credits are Customer's sole and exclusive remedy for any performance or availability issues for the Connectivity Services under the Agreement and this SLA. The Customer may not unilaterally any applicable fees for any performance or availability issues.

2.2.1   **Service Credits Claims**. Claims for Service Credits shall be made in writing within thirty (30) days from the end of each calendar quarter. The Service Credits will be calculated and compensated at the beginning of the fourth month following the end of the quarter and will be credited by Provider to the Customer.

2.2.2   **Compensation Grid.** All Service Credits are computed based upon the price indicated in the following grid ("Compensation Grid"), using the same Volume Tranche and Subscription Level as defined in the BSS order.

Subscription Level	Maximum Frames per Activated Objects per day		>= 1	250,000	500,000	750,000	1,000,000
	Uplink	Downlink	< 250,000	500,000	750,000	1,000,000	none
Ultra	140	4	4.77	4.16	3.68	3.28	2.89
Plus	70	2	2.92	2.47	2.17	1.91	1.71
Basic	2	1/w	1.79	1.48	1.3	1.14	0.95
Currency	EUR						

The Compensation Grid is a common grid: It indicates yearly compensation rates per device. For each BSS Order, the applicable Compensation Grid on the date of the quotation is made applicable for the whole duration of the BSS Order, except in the case of a recommitment.

2.2.3 **Service Credit limit.** The limit of all Service Credits, computed on a quarterly basis and per BSS Order, pursuant to clause 2.3.1 for UDT and clause 2.3.2 for the Services below, is set on a per device basis at two and a half percent (2.5%) of the relevant Unit Price of the Compensation Grid.

2.3 **SLA indicators.** The performance indicators of the SLA shall be calculated individually for the Territory at the end of each calendar quarter. An Activated Object is deemed affected by performance indicator of an individual territory on a given day, when it emitted or received one or more Frame in a territory on that day.

2.3.1 **Uplink delivery time ("UDT").** Provider shall ensure that no less than ninety-eight percent (98%) of Frames that are received by one or more base stations of the Network, are delivered into the Cloud (to which the Customer Application is connected to) in less than one (1) minute. The Provider shall provide Service Credits to the Customer where the Provider fails to meet the SLA in this clause 2.3.1.

The Service Credit for UDT is defined daily on a given territory, per Activated Object of the BSS Order, as: $Service\ Credit\ for\ UDT = (98\% - SLA) \times \frac{Compensation\ Grid\ rate}{365} \times \frac{N_{in}}{N_{total}}$

Where

- SLA = the UDT performance indicator of the Territory over the considered quarter,

- N_{in} = number of Frames emitted or received by the Activated Object in the Territory on such day,

- N_{total} = number of Frames emitted or received by the Activated Object in all territories on such day.

2.3.2 **Availability of the Connectivity Services**: Provider shall ensure that the Connectivity Services are provided on a 24/7 basis and 52 weeks a year, and with an availability no less than ninety-nine percent (99%) per calendar quarter. Provider shall provide Service Credits to the Customer where it fails to meet the SLA defined in this clause 2.3.2.

The Service Credit for the availability of the Connectivity Services is defined daily per Activated Object of the BSS Order, as $Service\ Credit\ for\ the\ Connectivity\ Services = (99\% - SLA) \times 10 \times \frac{Compensation\ Grid\ rate}{365} \times \frac{N_{in}}{N_{total}}$

Where

- SLA = the Services performance indicator of the Territory over the considered quarter,

- N_{in} = number of Frames emitted or received by the Activated Object in the Territory on such day,

- N_{total} = number of Frames emitted or received by the Activated Object in all territories on such day.