

## General Terms and Conditions Telenet Business Internet of Things (IoT)

### 1. Definitions

1.1. In the Contract, unless the context requires otherwise, the following words and expressions shall have the following meaning:

**Additional Services** Any services provided by Telenet in the framework of the Contract that are not IoT Connectivity Services or IoT Platform Services.

**Affiliate** A related company (“*verbonden vennootschap*”/“*société liée*”) within the meaning of article 11 of the Belgian Company Code.

**AML Laws** Applicable Laws relating to money laundering, terrorist financing, and financial transactions involving the proceeds of illegal activities.

**Annexes** The annexes/appendices to the Service Agreement. Depending on the Service, Annexes may be: statement of work, service level agreement, data processing agreement,...

**Applicable Laws** All laws including international, European Union, national, federal, regional, provincial and municipal laws, directives, statutes, ordinances, codes, regulations, rules, orders, standards and guidance having force of law and arrangements with or standards imposed by governments or governmental agencies or regulatory authorities which apply from time to time to the person, activity or subject matter in the circumstances in question.

**Authorized Contact** Any person authorized by the Customer to contact Telenet in the context of the Service.

**Best Effort** Shall refer to reasonable commercial efforts obligations (“*middelen-verbintenissen*”/“*obligations de moyens*”).

**Competent Authority** Any supranational, national, regional, state, provincial or local regulatory agency, department, bureau, commission, council, court or other governmental entity.

**Confidential Information** All information disclosed by a Party to the other Party prior to or during the Term (whether written or oral) including the existence and content of the Contract, information designated as confidential by either Party and all other information which relates to the business, affairs, customers, products, developments, trade secrets, know-how and personnel of either Party. Confidential Information shall not include:

- (i) information which is part of the public domain or becomes part of the public domain other than as a result of a breach of the Contract;
- (ii) information which was already known to either Party (otherwise than under

an obligation of secrecy to the other) prior to receipt of information supplied to that Party under the Contract;

(iii) information disclosed by a third party who has a legal right to do so and has not acquired such information as a result of a breach of the Contract;

(iv) information independently generated by either Party without the use of and not as a consequence of the Confidential Information received from the other Party hereunder.

**Contract** The Contract between Telenet and the Customer regarding the Service. The Contract comprises the following documents:

- (i) these General Terms and Conditions;
- (ii) the Service Agreement, including (if applicable) its Annexes;
- (iii) the Order Form.

**Commercial Launch** The date on which the relevant services made available to the public on a commercial scale (excluding any tests or small scale commercial trials that are limited in time, size and scope). “Commercially Launched” will be interpreted accordingly.

**Customer** The legal entity, association or self-employed person (liberal profession or trader), as stipulated in the Order Form, concluding the Contract with Telenet for professional purposes.

**Customer Solution** The services and/or products of the Customer, in which the Service is integrated, which are either used by the Customer for its own professional needs, or provided by the Customer to third parties on a commercial basis.

**Data Protection Laws** All Applicable Laws relating to the processing of personal data and privacy, including Regulation (EU) 2016/679 *on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* (the “**GDPR**”). The terms “personal data”, “data controller”, “data subject”, “processing”, etc. will have the meanings set out in the Data Protection Laws.

**End-User** Any natural person or legal entity using the Service, and who does not itself offer the Service to third parties.

**Force Majeure** Any cause beyond a Party’s reasonable control affecting the performance by that Party of its obligations hereunder including, but not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government or other public authority, industrial disputes of any kind, fire, flood, lightning, explosion, earthquake, inclement weather, acts or omissions of persons or bodies beyond the reasonable control of the affected Party.

**General Terms and Conditions** The present general terms and conditions ‘Internet of Things’.

**Invoice Date** The date the invoice is issued.

<b>IoT (Internet of Things)</b>	A communications service that automatically transfers Data between equipment and/or applications with either little or no human intervention, or associated with voice communication between a limited number of predefined connections.	<b>Telenet Equipment</b>	The IoT SIM Cards and any other hardware or software indicated in the Contract, provided or installed by Telenet for the provision of the Service.
<b>IoT Connectivity Services</b>	The IoT services provided by Telenet to the Customer on the basis of the Telenet Network.	<b>Telenet Network</b>	The telecommunication network (radio access network and core network) that Telenet and its Affiliates operate in the Territory from time to time and which is used to provide the IoT Connectivity Services.
<b>IoT Platform</b>	The platform made available by Telenet to the Customer for the provision of the IoT Platform Services.	<b>Term</b>	The term for which the Contract is concluded, counting from the RFS Date.
<b>IoT Platform Services</b>	The IoT services provided by Telenet to the Customer on the basis of the IoT Platform.	<b>Territory</b>	Belgium
<b>IoT SIM Card</b>	The sim card in which technology is embedded to allow the receiving and sending of Data, provided by Telenet to offer the IoT Connectivity Services.		
<b>IoT Technologies</b>	IoT technologies that are part of the Service on the date of conclusion of the Contract.		
<b>IoT Technology Evolutions</b>	Any IoT technologies that have not yet been Commercially Launched on the date of conclusion of the Contract.		
<b>Order Form</b>	The (paper or electronic) document or form through which the Customer orders the Service.		
<b>Payment Guarantee</b>	Any and all type of guarantee to secure the fulfillment of the Customer's financial obligations under the Contract, including a security deposit, advance payment, bank guarantee or guarantee issued by the parent company of the group of companies of which the Customer is an Affiliate.		
<b>RFS (Ready for Service) Date</b>	The date as from which Telenet will provide the Service.		
<b>Service</b>	Any IoT Connectivity Services and/or IoT Platform Services and, where applicable, Additional Services provided by Telenet to the Customer under the Contract either (i) for the Customer's own professional use, or (ii) to be resold by the Customer to third parties on a commercial basis. Unless the context requires otherwise, "Service" shall refer to the Service "as is" or integrated in a Customer Solution.		
<b>Service Agreement</b>	The document of the Contract stipulating the technical specifications of the Service, the respective roles and responsibilities of the Parties and the Telenet Network access requirements.		
<b>Telenet</b>	Telenet bvba, with registered office at Lierssesteenweg 4, 2800 Mechelen, Crossroads Bank of Enterprises number 0473.416.418, RLE Antwerp, division Mechelen.		

- 1.2. In the Contract, unless the context otherwise requires:
- (i) headings do not affect the construction of the Contract;
  - (ii) the Annexes shall form an integral part of the Contract and shall be fully binding on and enforceable by and against the Parties as applicable in accordance with the Contract;
  - (iii) reference(s) to any Annex is to that Annex as amended from time to time in writing and by mutual agreement between Parties,
  - (iv) reference(s) to an enactment or statutory provision refer to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted; and
  - (v) "including" means "including, but not limited to," and the word "includes" means "includes, without limitation".

## 2. Conclusion of the Contract

- 2.1. The agreement between Telenet and the Customer with respect to the Service is exclusively governed by the Contract, with the exception of the Customer's own general and/or specific terms and conditions. The Contract cancels and supersedes all previous proposals, understandings, commitments and agreements with respect to the same Service.
- 2.2. The ordering of the Service requires a duly submitted Order Form. Each Order Form constitutes a separate Contract with respect to the Service concerned.
- 2.3. By ordering the Service, the Customer declares:
- (i) to have received all documents forming the Contract (or being duly informed of where they are easily accessible), having consulted them and accepting all of their provisions;
  - (ii) to have taken notice of the technical specifications of the Service and recognizing that they answer its needs;
  - (iii) that all Customer data in the Order Form are complete and accurate, and that the person(s) submitting the Order Form has/have the power to represent the Customer.
- 2.4. Telenet reserves the right not to conclude the Contract, including in the following situations:
- (i) In case the Customer does not provide Telenet with the information necessary for the conclusion of the Contract (e.g. documentation required for the verification of the identity of (the Customer's representative(s) of) and/or the power of representation of the Customer's representative(s)), or in case the information is incorrect or incomplete;
  - (ii) In case there are technical or operational reasons reasonably preventing Telenet from providing the Service to the Customer;

- (iii) In case the Customer has not fulfilled his obligations under another Contract or a contract with a Telenet Affiliate;
  - (iv) In case of serious indications of fraud or questionable creditworthiness of the Customer.
- 2.5. The Contract enters into force upon acceptance of the Order Form by Telenet and remains in effect for so long as the Service is supplied to the Customer.

### 3. Obligations and responsibilities of Telenet

#### 3.1. General

3.1.1. Unless explicitly agreed upon otherwise, Telenet provides the Service on a Best Effort's basis. The Customer acknowledges and accepts that, when Telenet provides the Service to the Customer under the Contract, it is materially impossible for Telenet to procure that the Telenet Network or the IoT Platform will be available 100% of the time, or that Data sessions will be set-up or terminated successfully 100% of the time.

3.1.2. Telenet's commitment regarding the quality of the Service under the Contract only covers the Telenet Network and the IoT Platform. Telenet does furthermore not provide any express or implied warranty that the Service is fit for use with the Customer Solution.

3.1.3. The Customer acknowledges and agrees that the Service will be provided on (part of) the Telenet Network and the IoT Platform as it is used by Telenet to provide similar services to its own end users and to other third parties, and that Telenet has full discretion in relation to the deployment and improvement of the Telenet Network and the Platform.

3.1.4. The Customer acknowledges that regular repair, maintenance, upgrade and modification works will take place on the Telenet Network and/or the IoT Platform, without the Customer having the right to claim damages. Telenet will use reasonable endeavors to carry out such works in such a way that impact on the Service is mitigated. In case of a foreseeable material negative effect and to the extent materially possible, Telenet will inform the Customer in advance.

#### 3.2. IoT Connectivity Services

3.2.1. Telenet has the right to manage the traffic flow on the Telenet Network (including the traffic generated by the End-Users) in order to maintain the integrity of the Telenet Network or to improve the Service for a larger range of end-users.

3.2.2. Telenet reserves the right to request that the Customer takes technical measures or accepts adjustments to the Contract where the Customer takes a disproportionate percentage of usage of the Telenet Network (in terms of Data throughput), so as to prevent such disproportionate usage from reoccurring in the future.

#### 3.3. Evolution of technology

3.3.1. The Customer acknowledges and accepts that Telenet, at any time during the Term, is entitled to phase out certain IoT Technologies on the condition that one or more alternative IoT technologies are generally available to replace the phased out IoT Technologies. Telenet will inform the Customer a reasonable period in advance in order to mitigate the impact on the Customer and the End-User.

3.3.2. The Service shall not automatically extend to IoT Technology Evolutions. Telenet can grant access to IoT Technology Evolutions, unless such access is technically, economically or operationally not feasible or disproportionately burdensome, or unless Telenet is (legally or contractually) not entitled to provide the Service based on such IoT Technology Evolution. Where

applicable, access to IoT Technology Evolutions shall be granted within a reasonable period as from the Commercial Launch thereof by Telenet, but not earlier than six (6) months following such Commercial Launch. In each case, access to IoT Technology Evolutions requires the agreement between Telenet and the Customer on the terms and conditions of such access, including fees. Once the terms and conditions for access to such IoT Technology Evolution are agreed between Telenet and the Customer, such service will become part of the Service.

### 4. Obligations and responsibilities of the Customer

#### 4.1. General

4.1.1. The Customer shall use in accordance with generally accepted industry standards and practices of good professional workmanship, using all necessary care and skill and relying on personnel properly trained and qualified to undertake such tasks and using equipment and materials fit and suitable for the purpose.

4.1.2. The Customer shall comply with any security requirements in relation to access to the Telenet Network and the IoT Platform and, in general, comply with all reasonable instructions issued by Telenet in relation to the use of the Service and the use of and access to the Telenet Network and the IoT Platform.

4.1.3. The Customer shall:

- (i) use the Service in accordance with the Applicable Laws;
- (ii) refrain from using the Service (including the IoT SIM Cards) for any unauthorized, unlawful or fraudulent purpose, or in any way that could harm or harms the rights of Telenet, Telenet's Affiliates or any third parties or their use of the Service;
- (iii) not connect to the Telenet Network any equipment or device that is not supported on the Telenet Network and/or, that does not comply with international technical standards.

#### 4.2. Unauthorized, unlawful or fraudulent use

4.2.1. If either Telenet or the Customer suspects any kind of unauthorized, unlawful or fraudulent use involving the Service, they shall inform each other immediately and cooperate in good faith and use all appropriate means to identify, eliminate and prevent such use as soon as possible, it being understood that Telenet has no obligation to actively track unauthorized, unlawful or fraudulent use. The Customer is and will at all times be liable vis-à-vis Telenet for the payment of all invoices pertaining to the Service, even for the Service provided by Telenet in relation to the unauthorized, unlawful or fraudulent use by the End-User or any third party.

4.2.2. Telenet may request the Customer to block an IoT SIM Card associated with unauthorized, unlawful or fraudulent use and the Customer shall duly and promptly investigate such request and block the relevant IoT SIM Card in the event its investigation reveals that it is used in such a manner.

#### 4.3. Customer Solution

If the Customer integrates the Service in a Customer Solution:

- (i) the Customer shall be solely responsible for the development, design, manufacture, technical specifications, compliance with Applicable Laws and use of the Customer Solution;
- (ii) the Customer guarantees that the Customer Solution does not infringe the intellectual property rights of third parties. He shall indemnify and hold harmless Telenet, its Affiliates and their respective officers, directors,

employees and agents for all damages and from and against any claims by third parties in this respect. The Customer's liability in this respect shall be unlimited.

#### 4.4. Reselling

If the Customer resells the Service, whether "as is" or integrated in a Customer Solution, the Customer shall also comply with the following obligations:

- (i) The Customer shall only resell the Service to End-Users in the Territory;
- (ii) The Customer shall be solely responsible for the marketing, sale and supply of the Service, and shall do so in compliance the Applicable Laws;
- (iii) The Customer shall own the customer relationship with the End-User and shall be solely responsible for all obligations associated therewith, including:
  - defining the terms and conditions of the supply (including price and other commercial terms) of the Service to the End-User;
  - invoicing and cash collection;
  - providing information about the Service and answering questions;
  - claim handling and any other form of customer care;
  - activating IoT SIM Cards;
  - repairing or exchanging, if need be, equipment or devices supplied or installed by the Customer;
- (iv) The Customer shall procure that the End-Users comply with all obligations undertaken by the Customer pursuant to the Contract to the extent such obligations relate to the use of the Service, and the safeguarding of the quality and integrity of the Telenet Network and the IoT Platform, and incorporate in its contracts with the End-Users clauses allowing the Customer to take adequate measures in that respect, including the suspension or termination of the Service to any End-User not complying with said obligations or using the Service in a manner that adversely or abnormally affects the technical operation or performance of the Telenet Network or the IoT Platform. The Customer shall at all times be responsible for the End-Users' compliance with said obligations.

#### 4.5. Press

- 4.5.1. The Customer undertakes not to issue any press releases or other public statements, whether oral, in writing or in any other form, with respect to the Contract, without the prior written approval of Telenet.
- 4.5.2. Without prejudice to article 4.5.1 of these General Terms and Conditions, the Customer shall, prior to making any public statement which, directly or indirectly, contains information on Telenet, the Telenet Network, the IoT Platform, the Service or Telenet's business in general, submit a draft statement to Telenet. Telenet shall have the right to make comments on the draft statement submitted by Customer and Customer shall take due account of such comments. If Telenet does not make any comments within five (5) working days after having received the draft statement, Telenet shall be deemed to have disagreed with the content of said statement.

## 5. Fees

#### 5.1. Fees

- 5.1.1. The Customer shall pay the fees stipulated in the Order Form.
- 5.1.2. In the event any tax, duty or levy is imposed on Telenet in relation to the provision of the Service, or in the event any such tax, duty or levy is increased, Telenet shall be entitled

to add such tax, duty or levy (or the increase thereof) to the fees to the extent that they relate to the Service.

#### 5.2. Revision of fees

- 5.2.1. At all times, Telenet shall have the right to revise the roaming fees so as to reflect the actual change in fees and charges levied on Telenet.
- 5.2.2. Telenet is entitled to revise its fees once a year for 80 percent to its internal index which is directly related to the parameters representing the real costs. The price indexation will take place according to the following formula:  $\text{new price} = \text{old price} \times (0.8 \times \text{last known index figure/index figure at the time of the previous fee determination} + 0.2)$ .
- 5.2.3. Telenet shall furthermore have the right to revise the fees at any time during the Term provided the Customer is notified of such revision at least one (1) month in advance. If the Customer does not agree with the fee revision, the Customer has the right to terminate his Contract without the termination fees referred to in article 9.2.2 of these General Terms and Conditions being due.

## 6. Invoicing and payment

#### 6.1. General

- 6.1.1. Invoices are sent to or available on the invoicing address (or in the absence thereof, the registered office), PC-banking address or e-mail address as indicated by the Customer. Telenet reserves the right to issue invoices and the Customer accepts to receive invoices exclusively via electronic means (e.g. email).
- 6.1.2. In case invoices, at the request of the Customer, are addressed to a third party, the Customer remains fully responsible for the payment of the invoice should this third party fail to do so (in time).
- 6.1.3. The Customer does not have the right to compensate any amounts payable by Telenet or a Telenet Affiliate with the amounts payable by the Customer under the Contract or any other agreement.

#### 6.2. Terms of payment

Each invoice issued by Telenet is deemed to be collectable on the Invoice Date. Unless explicitly otherwise agreed upon, invoices are payable on the due date mentioned on the invoice, or, in the absence thereof, at the latest 30 calendar days from the Invoice Date.

#### 6.3. Non-payment

- 6.3.1. In case the Customer fails to timely pay any invoice in full, Telenet entitled to automatically and without formal notice apply:
  - (i) default interests on the outstanding amounts calculated at the legal rate of interest (in accordance with the law of 2 August 2002 *on combating late payment in commercial transactions*);
  - (ii) a penalty of 15% (covering reimbursement of the extrajudicial costs caused by the non-payment) calculated on the outstanding amounts, with a minimum of 60 euros.

- 6.3.2. The application of the aforementioned amounts is without prejudice to Telenet's right to claim compensation for procedural court costs caused by the non-payment as well as any other damages that are not purely caused by the non-payment, provided such higher damages can be demonstrated.

#### 6.4. Dispute of invoices

6.4.1. Any dispute in connection with an invoice or a part thereof must be addressed to Telenet within one (1) month from the Invoice Date. After this period the Customer is irrevocably deemed to have accepted the invoiced amounts.

6.4.2. A dispute does not discharge the Customer from his payment obligations for the undisputed amounts.

## 7. Payment Guarantees

7.1. Telenet has the right to make the conclusion of the Contract provisional upon the provision of a Payment Guarantee.

7.2. Subsequently, at any time during the Term of the Contract, Telenet has the right to request the Customer to provide a Payment Guarantee or additional Payment Guarantees:

- (i) In case the use of the Service has substantially increased compared to prior consumption;
- (ii) In case of non-payment or delay in payment (under the Contract or under another agreement with Telenet or a Telenet Affiliate);
- (iii) In case of serious indications of fraud or decreased creditworthiness.

7.3. The Customer bears all costs related to the Payment Guarantee(s). The Payment Guarantee does not give rise to the payment of interests by Telenet to the Customer.

7.4. Telenet can rely on the Payment Guarantee to (fully or partially) discharge any and all amounts due by the Customer in the context of the Contract.

## 8. Suspension of the Service

8.1. Telenet shall be entitled to (entirely or partially, including with respect to individual End-Users) suspend the provision of the Service with immediate effect in the following situations:

- (i) if Telenet is required to do so by a Competent Authority;
- (ii) if Telenet's license to exploit the Telenet Network is suspended;
- (iii) in the event of Force Majeure;
- (iv) if the Customer breaches any provision of the Contract;
- (v) if the Customer is in breach of its payment obligations under the Contract, fails to deliver to Telenet or procure the delivery to Telenet of the requested Payment Guarantee(s), or in the event of (serious presumption of) insolvency of the Customer;
- (vi) in the event that the Customer does not comply with Telenet's request for information or documents referred to in article 17.3 of these General Terms and Conditions, or that Telenet is not satisfied with the information or documents provided by the Customer
- (vii) in the event of (serious presumption of) fraud or unauthorized use of the Service;
- (viii) if the Customer fails to fulfil his obligations under any other agreement(s) with Telenet or a Telenet Affiliate.

8.2. In all cases where Telenet suspends the Service, Telenet shall notify the Customer hereof. Telenet shall use its reasonable efforts to notify the Customer prior to the suspension of the Service.

8.3. The Customer remains bound by its obligations under the Contract. In the event the suspension is due to an act or omission of the Customer or the End-User, Telenet reserves the right to claim compensation for the damages suffered from the Customer.

## 9. Term and termination

### 9.1. Term

The Order Form stipulates the Term. In absence thereof, the Contract is concluded for an open-ended Term. In case the Contract is concluded for a fixed Term, upon the expiration of the initial Term, the Contract is automatically renewed for consecutive terms of one (1) year.

### 9.2. Termination for convenience

9.2.1. Each Party is entitled to terminate the Contract by notifying this the other Party in writing at least one (1) month in advance.

9.2.2. In case the Customer terminates the Contract prior to the expiration of its (then current) fixed Term, a termination fee will be due composed of (i) the sum of all amounts due for the Service for the remainder of the Term, (ii) all discounts (if any) granted to the Customer, and (iii) all installation or set-up costs incurred by Telenet to enable the provision of the Service. The amounts due for the remainder of the Term will be calculated on the fixed fees set out in the Order Form, and/or – in case (only) variable fees have been agreed upon – on the average of such variable fees already billed for the Service. In case a minimum fee commitment has been agreed upon, at least the corresponding monthly fee shall be taken into account.

### 9.3. Termination for cause

9.3.1. Each Party is entitled to terminate the Contract with immediate effect and without any intervention of a court by sending written notice to the other Party:

- (i) upon the institution by or against the other Party of proceedings in bankruptcy or other similar proceedings, in the event the other Party enters into liquidation (whether voluntarily, by operation of law or otherwise), becomes insolvent or ceases to carry on business;
- (ii) if an event of Force Majeure causes the suspension of the performance of the Contract for more than three (3) months;
- (iii) in the event a final order made by a Competent Authority revokes or denies renewal of Telenet's licenses and/or permits needed for the supply of the Service;
- (iv) in the event a final order made by a Competent Authority reduces the number of frequencies allocated to Telenet or reduces the allowed use of these frequencies to such an extent that Telenet can no longer reasonably supply the Service.

9.3.2. Telenet shall furthermore be entitled to terminate the Contract with immediate effect and without any intervention of a court by sending written notice to the Customer:

- (i) if Telenet is required to terminate the Contract by a Competent Authority;
- (ii) if the Customer is twenty (20) days or more late in paying any Telenet invoice that is due and payable;
- (iii) in any instance where the Customer commits a material breach of the Contract which cannot be remedied;
- (iv) in any instance where the Customer commits a material breach of the Contract which can be remedied, but the Customer fails to remedy said breach within thirty (30) days following written notice by Telenet demanding that said breach be remedied;
- (v) in any instance where Telenet suspends the provision of the Service and such suspension lasts longer than fifteen (15) days;
- (vi) if the IoT Connectivity Services have been the subject of an organized resale to End-Users not residing in the Territory or without stable connection with the Territory;



- (vii) in case of change of control of the Customer, on the condition that Telenet believes such change in control may have an adverse effect on the Customer's ability to fulfil its obligations under the Contract.
- 9.4. **Consequences of termination**
- 9.4.1. The termination of the Contract automatically entails the termination of the Service provided thereunder.
- 9.4.2. In the event of termination of the Contract, irrespective of the reason of termination:
- (i) Telenet retains the right to full payment of all outstanding amounts, costs, interests and penalties, as well as any other compensation agreed upon in the Contract and to claim compensation for damages resulting from the acts and/or omissions of the Customer or the End-User;
  - (ii) all of Telenet's claims against the Customer become immediately due and payable;
  - (iii) Telenet is entitled to, at any time including following bankruptcy or any other form of concurrence of the Customer, compensate the debts and receivables between Telenet (and/or a Telenet Affiliate) and the Customer. This compensation can be carried out regardless of the form or subject matter of the debts and of the receivables, and regardless of the due and payable or non-due nature of the mutual debts or receivables.
- 9.4.3. Upon termination of the Contract:
- (i) all Data stored on the IoT Platform will be automatically deleted. The Customer must therefore regularly back-up of such Data on a different storage medium;
  - (ii) the Customer must immediately return all Telenet Equipment to Telenet.
- 10. Liability**
- 10.1. Subject to the limitations and conditions contained in this **article 10** of these General Terms and Conditions and in the rest of the Contract, each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates and their respective officers, directors, employees, agents, harmless from and against all liabilities, claims, actions, losses, costs, expenses and damages arising out of:
- (i) a breach by such Party of its obligations under the Contract,
  - (ii) a violation by such Party of any Applicable Laws, or
  - (iii) the infringement by such Party of any copyright, trademark, trade secret, patent, or other intellectual property right of any third party.
- 10.2. Without prejudice to articles 10.3 to 10.10 of these General Terms and Conditions, in all circumstances the liability of Telenet towards the Customer in connection with the Contract will in any event be limited to the sum of the amounts invoiced to the Customer with respect to the underlying Service within the period of six (6) months prior to the cause or action, with an aggregate maximum of, in any given period of twelve (12) months, the amounts invoiced to the Customer with respect to the underlying Service in that period of twelve (12) months.
- 10.3. Neither Party will be liable to the other, in contract, tort or otherwise, whether for negligence, breach of contract, misrepresentation or otherwise for loss of profit or revenue, loss of anticipated savings, loss of business, loss of data, loss of goodwill or reputational damage, or any other indirect loss/damage or consequential loss/damage suffered by the other Party, however caused and whether or not foreseeable.
- 10.4. Telenet shall not be held liable for any damage whatsoever which the Customer or the End-User may incur:
- (i) as a result of the suspension or termination of the Service or the Contract, including as a result of an event of Force Majeure;
  - (ii) as a result of fraudulent, unauthorized or illegal use of the Service;
  - (iii) as a result of loss, theft or damage to Telenet Equipment;
  - (iv) as a result of acts or omissions by the Customer, the End-User or third parties (excluding subcontractors of Telenet).
- 10.5. The Customer shall indemnify and hold harmless Telenet, its Affiliates and their respective officers, directors, employees and agents from and against any claims by End-Users. The Customer's liability in this respect shall be unlimited.
- 10.6. Any limitation of liability contained in the Contract shall not apply in case of:
- (i) fraud or wilful misconduct;
  - (ii) breaches of the warranties given under article 17 of these General Terms and Conditions.
- 11. Force Majeure**
- Neither Party shall be held liable for failure or delay in performing any of its obligations under the Contract, if such failure or delay is caused by or results from an event of Force Majeure. The affected Party shall promptly notify the other Party of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform its obligations. Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party of such cessation and resume performance of its obligations.
- 12. Telenet Equipment**
- 12.1. Telenet and/or its supplier(s) retains full ownership of the Telenet Equipment. Upon termination of the Contract, the Customer undertakes to return the Telenet Equipment to Telenet, in accordance with Telenet's instructions.
- 12.2. The Customer is entitled to use the Telenet Equipment only for the Service, in accordance with the provisions of the Contract and any specific instructions or directives given by Telenet with respect to the use thereof. The Customer shall indemnify Telenet against any improper, illegal or fraudulent use of Telenet Equipment.
- 12.3. The Customer undertakes to immediately inform Telenet of any loss, theft or damage to the Telenet Equipment. In the absence of deactivation of the Service for the lost, stolen or damaged Telenet Equipment concerned, the Customer remains liable for payment of the fees in relation to such Telenet Equipment.
- 13. Intellectual property**
- 13.1.1. All intellectual property rights which are owned by or proprietary to a Party shall remain the exclusive property of that Party. No ownership to a Party's intellectual property rights shall be transferred to the other Party under the Contract, except as expressly agreed otherwise in writing by the Parties.
- 13.1.2. Unless explicitly agreed upon otherwise, Telenet shall be the exclusive owner of all intellectual property rights derived from the Service or from its other services or products, irrespective of how such intellectual property rights are developed.
- 13.1.3. Neither Party shall have the right to use any brand name, trade name, domain name, trade or service mark, copyright, patent, design right or logo, or other intellectual

property right that is the property of or is licensed to the other Party, or any of its Affiliates, without the prior written consent of the other Party.

#### 14. Processing of personal data

14.1. In the framework of the conclusion of the Contract or the performance of the Service, Telenet, as data controller, may process certain personal data provided by the Customer or obtained through the provision of the Service, which may include personal data of the End-Users.

14.2. The legal basis of these processing operations is contained in the necessity of the provision of the Service under the Contract (including invoicing, customer management, customer support and fraud management), the fulfillment of a legal obligation or the representation of Telenet's legitimate interests. To the extent required by the Data Protection Laws, Telenet requests the consent of the relevant data subjects and informs them how they can revise a given consent. Personal data can also be processed for the promotion of similar Telenet products and services, unless the data subject objects ('opt-out') via a Telenet point of sale. From then on, Telenet will only process personal data for the purpose of sending general commercial communications that are based on Telenet's legitimate interests, in particular to inform the data subject of the optimal use of Telenet's products and services that the Customer already has. Processing the opt-out may take a while (max. 72 hours) and does not affect the lawfulness of earlier processing operations.

14.3. The Customer acknowledges and agrees that he (i) must adequately inform the data subjects that Telenet will process their personal data in accordance with this article, and that he (ii) must obtain the consent that is required by law from the data subjects before their personal data can be communicated to Telenet.

14.4. The personal data is not retained any longer than necessary to achieve the goal for which it is collected. Telenet takes appropriate technical or organizational measures to ensure the protection of the personal data, and to protect them against unauthorized or unlawful processing and against accidental loss, destruction or damage.

14.5. Personal data is not passed on to third parties, except (i) to possible legal successors of Telenet and Telenet Affiliates for the same processing purposes, (ii) if passing on personal data is required for the provision of the Service, (iii) if passing on personal data is a legal requirement, (iv) in the case of a legitimate interest of Telenet or of the third party to whom the personal data is transmitted, or (v) with the consent of the data subject. If personal data is processed outside of the European Union, Telenet will ensure by means of contractual or other measures that the personal data has an adequate level of protection that is comparable to the level of protection it would have within the European Union, in accordance with the European legislation.

14.6. Data subjects have the right to ask Telenet to access, correct, delete or transfer the personal data relating to him/her. These privacy rights can be exercised via My Telenet (if the data subject has a My Telenet account) and the Telenet points of sale. The data subject may be asked to provide proof of his/her identity, preferably by means of a copy of the recto of his/her identity card.

14.7. For complaints relating to the processing of personal data by Telenet, one can contact the Data Protection Authority, rue de la Presse 35, 1000 Brussels / +32 (0)2 274 48 00 / contact@apd-gba.be / www.dataprotectionauthority.be.

#### 15. Confidentiality

15.1. Without prejudice to article 15.2 of these General Terms and Conditions, the Parties will not, during the Term and for a period of five (5) years thereafter, disclose any Confidential Information to any third party, other than in instances where they are legally required to do so or after prior written agreement of the other Party.

15.2. The Parties may disclose the Confidential Information, or a part thereof, to:

- (i) their Affiliates, agents and/or employees if, and to the extent, such disclosure is necessary for the performance of the Contract, provided such Affiliates, agents and/or employees are informed of the confidential nature of the Confidential Information;
- (ii) Competent Authorities as may be required by them, provided that the transmitting Party informs in advance the other Party of such request if legally and practically possible and that the transmitting Party informs the relevant authority of the confidential nature of the information transmitted.

#### 16. Non-exclusivity

16.1. The Contract is concluded on a non-exclusive basis.

16.2. The Customer shall have the right to procure services that are equal or similar to the Service from other suppliers than Telenet. Unless explicitly agreed upon otherwise, the Customer is however not entitled to procure the IoT Platform Services in combination with services from other suppliers that are equal or similar to the IoT Connectivity Services.

16.3. The Contract does not in any way restrict the right of Telenet:

- (i) to provide the Service to other customers than the Customer or to conclude agreements with third parties (including competitors of the Customer) that are equal or similar to the Service;
- (ii) to authorize third parties (including competitors of the Customer) to resell the Service or services that are equal or similar to the Service;
- (iii) to provide the Service or services that are equal or similar to the Service directly to End-Users.

#### 17. Customer warranties

17.1. The Customer warrants to Telenet that:

- (i) its execution, delivery, and performance of the Contract is duly authorized by all requisite corporate action;
- (ii) the conclusion of the Contract and the performance by it will not constitute a breach or violation of any other agreement, written or oral, to which it is a party, the provisions of its charter or operative documents or bylaws, or any order, writ, injunction, decree of any court or Competent Authority;
- (iii) it has taken out and will maintain during the entire Term adequate insurance allowing it to compensate any damages for which it can be held liable in the context of the Contract;
- (iv) at the time of conclusion of the Contract and during its entire Term it complies with all Applicable Laws (including AML Laws and Data Protection Laws) and is not involved in any investigations or proceedings connected to any known, suspected or alleged violation of Applicable Laws.

17.2. The Customer acknowledges and agrees that the above warranties are of the essence to Telenet and that Telenet would not have entered into the Contract had it known that the warranties (or any of them) were not true or inaccurate.

17.3. Telenet shall have the right, from time to time, to request that the Customer provides such information and documents that, in Telenet's reasonable discretion, are necessary for Telenet to assess and be satisfied that the Customer complies with the above warranties.

#### 18. Amendment

- 18.1. Telenet may, at any time during the Term, immediately amend the terms and conditions of the Contract and/or the characteristics of the Service when this is necessary due to objective external factors beyond its will, including:
- (i) changes to or new Applicable Legislation;
  - (ii) decisions of Competent Authorities;
  - (iii) technical and/or technological developments;
  - (iv) changes imposed by Telenet's suppliers.
- 18.2. Telenet shall furthermore have the right to, at any time during the Term, amend the terms and conditions of the Contract and/or the characteristics of the Service provided the Customer is notified of such amendment at least one (1) month in advance. If the Customer does not agree with said amendment, the Customer has the right to terminate his Contract without the termination fees referred to in article 9.2.2 of these General Terms and Conditions being due.

## 19. Complaints and disputes

### 19.1. Complaints

In case of complaints relating to the Service, the Customer must provide Telenet with all information that is relevant to investigate and follow-up on the complaint. Unless explicitly stipulated otherwise in the Contract, all complaints must be notified to Telenet within fifteen (15) calendar days following the occurrence of the underlying problem or incident. In the absence of due information or timely notification, the complaint shall be inadmissible.

### 19.2. Disputes

- 19.2.1. The Contract shall be governed by and construed in accordance with the laws of Belgium.
- 19.2.2. Any disputes arising out of or in relation to the validity, the enforceability, the performance and the interpretation of the Contract shall be brought exclusively before the courts of Antwerp (division Mechelen).

## 20. Miscellaneous

### 20.1. Nature of relationship

- 20.1.1. The Parties operate on their own behalf, for their own account and at their own exclusive responsibility. The conclusion or performance of the Contract is not intended to and shall not be interpreted as giving rise to any corporation, association, joint venture or partnership between the Parties.
- 20.1.2. The Parties shall not have the right to make any declarations or enter into any commitments on behalf of the other Party without such Party's prior written consent.
- 20.1.3. Subject to compliance with the obligations of the Contract and all Applicable Laws provisions, the Customer is free to organize its own business at its discretion and to develop and market all complementary services, as well as its own services.
- 20.1.4. Nothing in the Contract shall create or be deemed to create a contract between Telenet and End-Users to whom the Customer resells the Service. The Customer shall incorporate clauses to that effect in the contracts with such End-Users.

### 20.2. Subcontracting

Telenet is entitled to engage third parties to perform all or part of its responsibilities under the Contract. The subcontractor will be subject to the same contractual obligations towards the Customer as Telenet, and Telenet will be responsible (subject to the terms and conditions of

the Contract) towards the Customer for the performance of the Contract by its subcontractors.

### 20.3. Assignment

- 20.3.1. Neither Party shall be entitled to assign or transfer the Contract and/or any of its rights or obligations under said agreements to any third party without the prior written consent of the other Party.

- 20.3.2. Notwithstanding the foregoing, Telenet shall be entitled to assign or transfer the Contract and/or any of its rights or obligations under said agreements to an Affiliate of Telenet.

### 20.4. Severability

- 20.4.1. If any provision in the Contract is null and void or otherwise unenforceable but would be valid and enforceable if some part of the provision were deleted, restricted or amended, such provision shall apply with such deletion, restriction or amendment as may be necessary, or as the case may be imposed or ordered by a Competent Authority, to make it valid and enforceable. The remaining provisions of the Contract shall not be affected by such nullity or unenforceability.

- 20.4.2. In case one or more provisions contained in the Contract are null and void or otherwise unenforceable, the Parties shall negotiate in good faith in order to replace such provision(s) by one or more valid and enforceable provisions that reflect to the maximum extent permitted under Applicable Law the original understanding of the Parties as expressed in the affected provision(s).

### 20.5. Order of precedence

Parties agree that in case of contradiction, the order of precedence of all documents forming part of the Contract is as follows:

- (i) the Service Agreement;
- (ii) these General Terms and Conditions;
- (iii) the Annexes;
- (iv) the Order Form.

### 20.6. Notices

- 20.6.1. Any notices, communications and/or requests required or permitted under the Contract shall be in writing and sent by post or e-mail.

- 20.6.2. The Customer undertakes to immediately inform Telenet of any changes in the information it has provided to Telenet upon conclusion of the Contract or thereafter, including with respect to its (corporate) name, (registered) address, e-mail address and billing details.

### 20.7. Waiver

- 20.7.1. Failure by either Party at any time to require performance of any obligation under the Contract or to enforce any provision of the Contract shall neither be construed as a waiver of any right or remedy under the Contract, nor in any way affect the validity of the Contract.

- 20.7.2. No waiver shall be effective unless given in writing by an authorized representative of the waiving Party and no waiver of a breach of the Contract shall constitute a waiver of any preceding or subsequent breach.