Business

Service Agreement

Internet of Things

version 15/09/2025

This Service Agreement must be read together with the Order and the General Terms and Conditions Telenet Business (for products and services intended for large companies and organizations) ("**General Terms and Conditions**"). You can always consult these General Terms and Conditions via: www.telenet.be/algemenevoorwaardenbusiness.

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A. Service description

1 IoT Connectivity Services

The Service Internet of Things is a publicly available Electronic Communications Service (in particular, a transmission service for the provision of machine-to-machine services), offering IoT and other related services.

1.1 IoT SIM Cards

1.1.1 IoT SIM Cards

The IoT SIM Cards are intended for standard commercial use. IoT SIM Cards for specific (industrial) use (e.g. extended lifespan, more ruggedized to be able to perform in harsh environments, soldered IoT SIM Cards, …) can be provided upon specific request.

The IoT SIM Cards are rented or provided to the Customer for the duration of the Contract and will at all times remain the property of Telenet.

1.1.2 Compatible radio technologies

The IoT SIM Cards are compatible with the following types of radio technologies:

- NB IoT (Low Power)
- LTE-M (Low Power)
- 2G
- 3G (this radio technology will be switched off on the Mobile Network as of September 2024)
- 4G(+)
- 5G

1.1.3 (Un)authorized use

The IoT SIM Cards are only intended for and only allow IoT Data, IoT SMS and IoT Voice. Any other use (e.g. MMS, standard mobile telephony, regular internet surfing …) is not authorized.

1.1.4 Pincodes

There are no PIN codes configured on IoT SIM Cards. The Customer is always responsible for securing access to and use of the IoT SIM Cards.

1.1.5 IoT SIM Card Status

Each IoT SIM Card has a status on the Mobile Network:

- "In stock": the IoT SIM Card is assigned to, and reserved for, the Customer (but not yet activated for actual use);
- "Active": the IoT SIM Card is successfully provisioned to work on the Mobile Network;
- "Pause": the IoT SIM Card is provisioned, but is not able to work on the Network;
- "Terminated": the IoT SIM Card is de-provisioned from the Network.

The Customer can manage the Status of the IoT SIM Card via the Portal.

1.1.6 Call number

On the condition that the Customer's Tariff Plan includes IoT Voice and/or IoT SMS services, a call number will be allotted to the IoT SIM Card. The Customer is not entitled to request a particular call number, nor to request a subsequent change of the call number.

IoT SIM Cards de-provisioned from the Mobile Network (Status "terminated"), may be reactivated only during a period of 30 days following de-provisioning. After this period, the number is returned to Telenet.

Telenet is at all times entitled to change the number allotted to the IoT SIM Card for compelling service reasons, on the condition that the Customer is notified thereof in writing at least 2 months in advance. The Customer cannot claim any compensation from Telenet in this respect.

1.2 Supported Chipsets

The Mobile Network is built and operated in accordance with international standards defined by the GSMA. Telenet supports chipsets functioning in line with the GSMA standards and supporting the spectrum frequency bands operated by Telenet for its respective mobile technologies.

For example, for NB-IoT, the Services are provided on the following Supported Chipsets supporting band 20 (800 MHz):

- Qualcomm;
- Hisilicon (Huawei); and
- ZTE.

1.3 Speed

At the time of conclusion of the Contract, the Services are provided with the following estimated average maximum download- and upload speeds, when using:

- 5G technology: 150 Mbps download speed - 35 Mbps upload speed
- 4G technology: 130 Mbps download speed - 32 Mbps upload speed;
- 2G technology: 192 Kbps download speed - 192 Kbps upload speed;
- NB-IoT technology: NB1 16 Kbps download speed - 48 Kbps upload speed, NB2 with 2HARQ feature: 127 kbps download speed – 159 kbps upload speed
- when using LTE-M technology: 1 Mbps download speed - 1 Mbps upload speed

These are estimated average maximum speeds. In practice, it is possible that the actual speed is lower. Furthermore, sporadic saturation of the Mobile Network cannot be excluded. When, e.g., on a certain location a very large amount of users simultaneous make intense use of the Mobile Network, the Mobile Network can at that location become saturated. When the Mobile Network is saturated, the internet connection will slow down. Telenet uses multiple central monitoring proceedings to measure and handle the traffic on the Mobile Network in order to avoid, or at least limit, saturation. When a threat of saturation is determined, Telenet takes all reasonable measures (including traffic management measures) to, as good as possible, assure the quality and continuity of the Services. Traffic management measures can e.g. mean that Telenet, when faced with a threat of saturation of the Mobile Network, prioritizes certain time sensitive services on the Mobile Network.

1.4 Coverage

The Customer understands and acknowledges that congestion and/or absence of coverage may occur when using the Service in an uncovered area or a covered area with insufficient capacity. In such case, Telenet will use reasonable efforts to provide the Service to the Customer, provided that Telenet shall not be required to incur any costs or make any investments to provide additional coverage or capacity, unless the Customer undertakes to compensate Telenet fully for such costs or investments.

1.5 Roaming

Outside the Territory, the Services (through connection with a mobile network abroad instead of through the Mobile Network) are only available in certain foreign countries via 2G, 3G, 4G(+), 5G, and, in a more limited number of foreign countries, also NB-IoT and LTE-M, excluding other radio technologies.

The most recent list of such countries is available via the IoT Mobile Network Helpdesk.

Depending on the foreign country concerned, the IoT SIM Card will or will not automatically select a network of one Telenet’s roaming partners. However, the Customer is always free to manually select the network of another foreign operator of his choice, on condition that Telenet has contracted a

roaming agreement with such operator supporting the relevant network technology. Should the Customer wish to benefit from special rates offered by one of Telenet's roaming partners, he must manually select the network concerned.

The availability of the Service outside the Territory are entirely dependent on the foreign operator whose network is used. Consequently, if the Customer choses to use the Service outside the Territory, Telenet can in no way be held liable for damages resulting from unavailability, interruptions or unsatisfactory quality of the Service.

The Customer understands and accepts that, pursuant to the wholesale roaming contracts between Telenet and its roaming partners, Telenet's roaming partners may prohibit or restrict permanent roaming (i.e. the permanent, recurring or regular use of the Service outside the Territory) by terminating their service and/or revising their roaming rates when they detect permanent roaming on their network.

In such cases, the Customer understands and accepts that Telenet is also entitled to (i) terminate (in whole or in part) the Service without any compensation due to the Customer and without court intervention (even with immediate effect) and/or (ii) to increase its tariffs.

2 Incident management

Telenet provides support in case of Incidents and shall use Best Efforts to restore normal operation of the IoT Connectivity Services and to minimize the adverse impact of Incidents on business operations.

Incident management is provided only upon the Customer contacting the IoT Mobile Network Helpdesk. Only authorized contacts are entitled to contact the IoT Mobile Network Helpdesk.

The Customer acknowledges and accepts that an Incident can only be validly treated and registered by Telenet if the Customer provides all necessary information on the Incident.

3 Portal

3.1 Functionalities

The Portal allows the Customer to perform certain management tasks related to the Service in a user-friendly way. The Portal includes the following functionalities:

Ordering of IoT SIM Cards	The Customer can order additional IoT SIM Cards should be ordered via the Portal.
Management of Packages	The Customer can assign a Package to an IoT SIM Card.
Management of IoT SIM Status	The Customer can change the Status of an IoT SIM Card. Status changes are immediately sent to the Mobile Network for processing. Follow-up can be done using the Mobile Network diagnostics features of the Portal.
Mobile Network diagnostics	The Customer can consult: o An overview of all IoT SIM Cards and their Status; o the overall usage of the IoT SIM Cards; o the individual usage of an IoT SIM Card.
Management of Customer information	The Customer provide and amend its contact information, invoicing address and Shipping Address, as well as the labels attributed to the IoT SIM Cards (if any).
Billing information	The Customer can consult its invoices under the Contract.
Management of authorized contacts	The Customer can manage the list of authorized contacts and their user rights to the Portal.

3.2 Accessibility

The Portal is accessible via an internet browser. The Customer can also request to interface with API to integrate the functionalities of the Portal with his own applications.

Telenet provides the original administrator login and password to the Portal. The Customer is responsible for the set-up, management and removal of user rights for authorized contacts and their access to the Portal. The Customer should only use and impose the use of secure passwords with at least 8 characters, 3 out of 4 character types: lower case, upper case, numbers and symbols.

4 Fees

4.1 General

Fees depend on the Tariff Plan chosen by the Customer for the IoT SIM Card concerned.

Irrespective of the Tariff Plan, the following fees are also due:

(i) One-time fees

IoT SIM Card fee	Fee due for the use of the IoT Sim Card, dependent on the type of IoT SIM Card.
Onboarding fee	Fee due for the set-up of the Services environment.
Private APN creation fee	Fee due for the set-up of the private APN, dependent on the design and the specifications of the private APN.
Private APN custom name fee	Fee due for defining a custom Customer specific name for the private APN

(ii) Recurring fees

In stock fee	Fee due for each IoT SIM Card having the Status "in stock" during at least a complete month, and for each month the IoT SIM Card maintains the "in stock" Status.
IoT SMS fees	Fees due in case of usage of IoT SMS services.
IoT Voice fees	Fees due in case of usage of IoT Voice services.
Roaming fees	Fees due in case of use of the Services outside of the Territory.
Data Out of Bundle fees	Fees due in case of usage beyond the individual data volume assigned per SIM Card
Fixed IP address fee	Fee per IoT SIM Card due in case of associating a fixed IPv4 and/or IPv6 address with a IoT SIM Card.
Private APN support fee	Fee due for the operational support and maintenance of the private APN

4.2 Monthly Individual Data Volume per Sim Tariff Plan

In this type of Tariff Plan, the following fees are due, per IoT SIM Card:

Service fee	Monthly fee allowing the Customer to use the IoT SIM Card on the Mobile Network. The fee is due for all IoT SIM Cards having the Status "active" at any given time over the last month.
Pause fee	Monthly fee due for all IoT SIM Cards having the Status "pause" Status for a complete month.
Usage fee	Fee allowing the use a predefined amount of IoT Data during a period of maximum 1 month.
Over-usage fee	Fee due in case the consumption of IoT Data during the relevant period of 1 month exceeds the predefined amount of IoT Data covered by the usage fee due for that period.

4.3 (Infinity) Pooled Data Tariff Plan

In this type of Tariff Plan, the following fees are due:

Service fee	the monthly fee, due per IoT SIM, allowing the Customer to use the IoT SIM on the Mobile Network. The fee is due for all IoT SIM Cards having the Status "active" at any given time over the last month.
Pause fee	the monthly fee due for all IoT SIM Cards having the Status "pause" Status for a complete month.
Fixed pool bundle fee	the fee allowing the use a predefined amount of IoT Data for all IoT SIM Cards combined during a period of maximum 1 month. A new pooled bundle fee will automatically be due upon (i) consumption of the predefined amount of IoT Data, or (ii) expiry of the one-month period, whichever moment comes first.
Infinity pool bundle fee	The fee due in case the consumption of IoT Data during the relevant period of 1 month.

4.4 IoT SIM Cards in Status "paused" or "terminated"

Putting the IoT SIM Card in Status "pause" or "terminated" will not be considered a (partial) termination of the Contract for which an early termination fee is due. However, each time the combined number of IoT SIM Cards in Status "Pause" and in Status " active" drops below 80% of the number of IoT SIM Cards originally ordered by the Customer (as indicated in the Order From), Telenet will be entitled to invoice the service fee (or – in case no service fee is applicable – the usage fee) for every IoT SIM Card having the Status "pause" or "terminated" (and this for as long as the aforementioned 80% threshold is not met). The different early termination fees mentioned above are without prejudice to the limitation described in the General Terms and Conditions that Customers with Maximum 9 Employees may enjoy.

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B. Specific terms and conditions

1 Obligations and responsibilities of Telenet

1.1 General

1.1.1 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 Service will be available at all times and without any interruptions or malfunctions (e.g. that the Mobile Network or the Portal will be available 100% of the time, or that Data sessions will be set-up or terminated successfully 100% of the time). Telenet however undertakes to use Best Efforts to resolve any interruptions or malfunctions within reasonable time.

1.1.2 Any quality commitments of Telenet regarding the Service under the Contract only cover the Mobile Network and the Portal. Telenet does furthermore not provide any express or implied warranty that the Service is fit for use with the Customer Solution.

1.1.3 The Customer acknowledges and agrees that the Service will be provided on (part of) the Mobile Network and the Portal 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 Mobile Network and the Portal.

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

1.1.5 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 Mobile Network (in the control and/or data plane), so as to prevent such disproportionate usage from reoccurring in the future.

2 Obligations and responsibilities of the Customer

2.1 Unauthorized, unlawful or fraudulent use

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

2.2 Customer Solution

2.2.1 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 Legislation 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.

2.2.2 The Customer does not have the right to resell (any part of) the Service "as such" as a standalone service. However, the Customer has the right to integrate the Service in a Customer Solution and to sell the Customer Solution, in which case the Customer shall also comply with the following obligations:

(i) The Customer shall only resell the Service as part of the Customer Solution to End-Users in the Territory;

(ii) The Customer shall be solely responsible for the marketing, sale and supply of the Customer Solution, and shall do so in compliance the Applicable Legislation;

(iii) The Customer shall own the customer relationship with the End-User and shall be solely responsible for all obligations associated therewith, including:

(a) defining the terms and conditions of the supply (including price and other commercial terms) of the Customer Solution to the End-User (the "End-User Terms");
(b) invoicing and cash collection;

(c) providing information about the Customer Solution and answering questions;
(d) claim handling and any other form of customer care;
(e) managing (e.g. activating and deactivating) the IoT SIM Cards;
(f) repairing or exchanging, if need be, equipment or devices supplied or installed by the Customer;

(iv) The Customer:

(a) warrants that the End-User Terms shall be no less protective to Telenet than this Contract;
(b) shall ensure that all obligations undertaken by the Customer pursuant to the Contract relating to the use of the Service, and the safeguarding of the quality and integrity of the Mobile Network and the Portal are passed on to, accepted and complied with by, the End-Users, and the Customer shall incorporate in the End-Users Terms 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 Mobile Network or the Portal. The Customer shall at all times be responsible for the End-Users' compliance with said obligations.

3 Test

3.1 In case Telenet has accepted to offer the Customer the possibility to test the Services during a limited test period (the "**Test**"), the following additional conditions shall apply:

(i) the Customer shall only use the Service (i) for testing purposes, (ii) in the Territory and (iii) during the agreed upon Test period. If no Test period has been agreed upon, the Test period shall have a maximum duration of 3 months as from shipment of the IoT SIM Cards;

(ii) the Customer shall not be allowed to resell the Service as part of a Customer Solution or make it available to third parties;

(iii) The Customer shall not be allowed to do any of the following:

(a) Having incoming or outgoing IoT Voice calls regularly exceeding 6 hours per day and/or 30 hours per week;
(b) Having IoT Voice calls regularly lasting more than 2 hours continuously and/or through IoT Voice calls that resume immediately after interruption;
(c) Sending or receiving more than 1,000 IoT SMS messages per day and/or 30,000 IoT SMS messages per month;
(d) Initiate/receive IoT voice calls or send/receive IoT SMS message from or to numbers non-Belgian call numbers (0032).
(e) Consuming 10 (or more) times more mobile data per month than the amount of mobile data consumed on average by other IoT Test Customers;
(f) The mobile data consumption constitutes an abnormal load on the network and/or may negatively affect the experience of the other Customers.

(iv) unless explicitly agreed otherwise, Telenet shall not charge any fees for the Customer's use of the Service during the Test provided that the Customer fully respects these Test conditions. For the avoidance of doubt, in case of any non-compliance with the Test conditions, the Customer shall pay the applicable standard fees and fully indemnify Telenet for any Damages incurred by Telenet as a result of the Customer's non-compliance (e.g. the Customer shall pay any roaming fees for any use made of the Service outside of the Territory);

(v) Telenet has the right to immediately (i) restrict the Services and/or to (ii) terminate the Test for convenience, without any court intervention and without being due any compensation for such restrictions or termination;

(vi) at the end of the Test period, the Service will automatically end;

(vii) in addition to the liability exclusions and limitations set out elsewhere in the Contract, Telenet's aggregate (pre-)contractual liability for any Damage arising in the context of the Test shall be limited to EUR 5000.

4 Fees

The Customer acknowledges that roaming fees are based on the fees and charges levied on Telenet by its suppliers and that the roaming fees may be amended in line with the article on contract changes of the General Terms and Conditions (e.g. to reflect the actual change in fees and charges levied on Telenet by its supplier).

5 Term and termination

5.1.1 The Contract is concluded for the initial fixed term specified in the Order. After the expiry of the initial fixed term, the Contract is tacitly renewed for an indefinite period, unless one of the Parties objects to the tacit renewal by notifying the other Party in writing before the expiry date that it wishes to terminate the Contract on the expiry date. In deviation from the General Terms and

Conditions, the Customer is not required to observe a notice period. For Telenet, a notice period of at least 1 month applies.

5.1.2 During the initial fixed term, the Customer has the right to terminate the Contract at any time without cause by notifying Telenet thereof in writing. In deviation from the General Terms and Conditions, the Customer is not required to observe a notice period. Telenet hereby informs the Customer that he will need to pay a termination fee, as stipulated in the General Terms and Conditions.

5.1.3 After the expiry of the initial fixed term, each Party has the right to terminate the Contract at any time and without cause by notifying the other Party in writing. Both Parties must observe a notice period of at least 1 month. Notwithstanding the foregoing, no notice period applies:

(i) for Customers with Maximum 9 Employees;

(ii) in the event of number portability to another operator.

5.1.4 Telenet shall be entitled to terminate the Contract with immediate effect and without any court intervention by sending written notice to the Customer:

(i) 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; or

(ii) if the IoT Connectivity Services have been the subject of an organized resale to End-Users not residing in the Territory or without a stable connection with the Territory.

5.1.5 This article is without prejudice to the other possibilities to terminate the Contract mentioned in the General Terms and Conditions.

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C. Definitions

Besides the terms already defined elsewhere in the Contract, the following definitions are also being used in in this Service Agreement:

Best Effort	Shall refer to reasonable commercial efforts obligations ("*middelen-verbintenissen*"/"*obligations de moyens*").
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.
End-User	Any User (as defined in the General Terms and Conditions), excluding Value Added Resellers.
Incident	A situation of a total or partial interruptions of the IoT Connectivity Services. Planned interventions do not qualify as Incidents.
IoT (Internet of Things)	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.
IoT Connectivity Services	The Services set out under clause 1 (*IoT Connectivity Services*) of section A (*Service Description*) of this Service Agreement.
IoT Data	Data transfer between equipment and/or applications with either little or no human intervention. Data volumes are expressed in accordance with the binary system, meaning 1 MB = 1024 kBytes, 1 GB = 1024 MB, …
IoT Mobile Network Helpdesk	The single point of contact for the Customer with respect to Services. The IoT Mobile Network Helpdesk can be contacted per phone or by using the ticketing tool of the IoT Mobile Network Helpdesk.
IoT SIM Card	The SIM card in which technology is embedded to allow the receiving and sending of Data, provided by Telenet to offer the Services.
IoT SMS	Short messaging services to a limited number of predefined numbers only.
IoT Voice	Voice communication to a limited number of predefined connections only.
Office Hours	From 8:00AM until 18:00PM CET/CEST on Business Days.

Package	The combination of the Tariff Plan, the supported radio technologies and the use of IoT Data and, if applicable, IoT SMS and/or IoT Voice.
Portal	The Portal (as defined in the General Terms & Conditions) giving access to certain functionalities in relation to the Services, including the management of the IoT SIM.
RFS (Ready for Service) Date	The date as from which Telenet provides the Service.
Service	The Service(s) as described in section A (*Service description*) of this Service Agreement.
Service Agreement	This service agreement.
Shipping Address	The Customer's delivery address for IoT SIM Cards, as provided by the Customer through the Portal.
Status	The status of the IoT SIM indicated in the Portal.
Supported Chipsets	The chipsets supported on the Mobile Network for the provision of the Services.
Tariff Plan	The tariff plan(s) chosen by the Customer from the list of tariffs indicated in the Order.
Mobile Network	The mobile communication network that Telenet uses to offer the Service in Belgium
Territory	Belgium.
Value Added Reseller	A Customer who combines services, applications or hardware with the Service in order to create a Customer Solution to sell to its own customers.