

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 1:20 of the Belgian Code of Companies and Associations.

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.

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

Business Day Any day, excluding Saturdays, Sundays and Belgian public holidays.

Claim Any demands, actions, proceedings and other claims.

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 in the framework of the conclusion of the Contract or the performance of the Service whether prior to or during the Term, whether written or oral, including 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 agreement between Telenet and the Customer with respect to the Service. Besides the Order and these General Terms and Conditions, the Contract may also consist of specific terms and conditions. Depending on the Service and/or the ordering method, such specific terms and conditions may include product- or service descriptions, service levels, contractual terms, conditions applicable to the (temporary/promotional) offer, etc.

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 business 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.

Damages Any costs, delays, damage, loss, expenses, administrative fines and other liabilities.

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 (hereinafter, the “**General Data Protection Regulation**” or “**GDPR**”). The terms “personal data”, “controller”, “processor”, “data subject”, “processing”, “personal data breach”, 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 (with the exception of End-Users) beyond the reasonable control of the affected Party.	RFS (Ready for Service) Date	The date as from which Telenet provides the Service.
General Terms and Conditions	The present general terms and conditions.	Service	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.
Intellectual Property Rights	Patents, rights to inventions, copyrights and related rights, trademarks, trade names and domain names, rights to designs, rights to computer software, database rights, rights to Confidential Information (including know-how and trade secrets) and all other intellectual property rights, whether registered/deposited or not, and including all applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of existing or future protection.	Telenet	Telenet BV, with registered office at Lierssesteenweg 4, 2800 Mechelen, registered with the Crossroads Bank of Enterprises under number 0473416 418, RLE Antwerp.
Invoice Date	The date the invoice is issued.	Telenet Equipment	The IoT SIM Cards and any other Product indicated in the Contract which are rented or provided to the Customer free of charge by Telenet for the provision of the Service.
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.	Telenet Network	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.
IoT Connectivity Services	The IoT services provided by Telenet to the Customer on the basis of the Telenet Network.	Term	The term for which the Contract is concluded,
IoT Platform	The platform made available by Telenet to the Customer for the provision of the IoT Platform Services.	Territory	Belgium
IoT Platform Services	The IoT services provided by Telenet to the Customer on the basis of the IoT Platform.	1.2.	In the Contract, unless the context otherwise requires: <ul style="list-style-type: none"> (i) headings only have a clarifying function; they do not form part of the terms of the Contract and cannot affect their interpretation; (ii) annexes to any of the documents forming the Contract shall form an integral part of the Contract; (iii) 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 (iv) "including" means "including, but not limited to," and the word "includes" means "includes, without limitation".
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 IoT Connectivity Services.	2.	Conclusion of the Contract
IoT Technologies	IoT technologies that are part of the Service on the date of conclusion of the Contract.	2.1.	The ordering of the Service requires a duly submitted Order. Orders submitted by the Customer to Telenet are binding for the Customer.
IoT Technology Evolutions	Any IoT technologies that have not yet been Commercially Launched on the date of conclusion of the Contract.	2.2.	By ordering the Service, the Customer declares and warrants to Telenet that: <ul style="list-style-type: none"> (i) he has received all documents and information forming the Contract (or has been duly informed of where they are easily accessible), he has consulted them, he has a clear understanding of all their provisions, and he accepts them all; (ii) he has consulted the (technical) specifications of the Service and he recognizes that they answer his needs and expectations; (iii) all data relating to the Customer in the Order are complete and accurate, and the person(s)
Order	The Customer's order of the Service in a by Telenet authorized ordering method.		
Payment Guarantee	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.		
Product	Hardware and/or software.		

- submitting the Order has/have the power to represent the Customer;
- (iv) the execution and performance of the Contract is duly authorized by all requisite corporate action;
 - (v) the conclusion and performance of the Contract by the Customer does not constitute a breach or violation of any other agreement to which the Customer is a party, the provisions of his charter or operative documents or bylaws, or any order, writ, injunction, decree of any Competent Authority;
 - (vi) he 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.

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.

Telenet shall have the right, from time to time, to request that the Customer provides such information and documents that Telenet requires to verify whether the Customer has complied/complies with the above warranties

2.3. Unless expressly stipulated otherwise in the Contract, all offers and quotations by Telenet are without obligation for Telenet. Telenet reserves the right not to conclude the Contract (or not to accept the renewal of 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 with Telenet or a contract with a Telenet Affiliate;
- (iv) in case of serious indications of fraud or questionable creditworthiness of the Customer;
- (v) in case the Customer does not provide the Payment Guarantee referred to in article 7 of these General Terms and Conditions;
- (vi) in case of serious indications that the Customer will not comply with articles 4.1 and 4.2 when using the Service.

2.4. Each Order accepted by Telenet constitutes a separate Contract with respect to the Service concerned.

2.5. The agreement between Telenet and the Customer with respect to the Service is exclusively governed by the Contract. The exception of the Customer's own general and/or specific terms and conditions is explicitly excluded. The Contract cancels and supersedes all previous proposals, understandings, commitments and agreements with respect to the same Service.

2.6. If the Customer – with the prior written authorization of Telenet – orders a Service on behalf of one or more of his Affiliates, these Affiliates shall also be bound by the Contract and the Customer shall be jointly and severally liable for the performance of all their obligations, warranties and commitments (including payment obligations) under the Contract.

3. Obligations and responsibilities of Telenet

3.1. General

3.1.1. Telenet is responsible for providing the Service in accordance with the Contract. Unless explicitly agreed upon otherwise, Telenet provides the Service on a Best Effort's basis. Any implementation, delivery or execution deadlines are given for information purposes only.

3.1.2. The Customer acknowledges and accepts that, when Telenet provides the Service to the Customer under the Contract,

- (i) 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 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). Telenet however undertakes Best Efforts to resolve any interruptions or malfunctions within reasonable time;
- (ii) Telenet cannot guarantee that (all elements of) the Service will be free of viruses, malware, phishing, hacking or other forms of cybercrime. Telenet however undertakes Best Efforts to protect the Service against cybercrime.

3.1.3. 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.

3.1.4. 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.

3.1.5. 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.

3.1.6. Telenet is entitled to take all reasonable measures (including the suspension of the Service) it deems necessary or useful to safeguard the safety, integrity or normal operation of the Service, its equipment or infrastructure (or those belonging to its Affiliates, subcontractors or suppliers) and to prevent or stop fraud or unauthorized use of the Service. The Customer cannot hold Telenet liable in this respect.

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 the Service 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:

- (i) use the Service in accordance with the Applicable Laws, the Contract and all reasonable instructions issued by Telenet (including security requirements) in relation to the use of the Service and the use of and access to the Telenet Network and the IoT Platform;
- (ii) only use the Service (including the IoT SIM Cards) for the purposes it is intended for, and not use the Service 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 in a way that could harm or harms the use of the Service by other customers;
- (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.

4.1.3. The Customer undertakes to, at his own expense, provide Telenet with all cooperation it requires to be able to (duly) activate or perform the Service. Such cooperation may include:

- (i) designating contact persons;
- (ii) providing documents, materials, information or feedback;
- (iii) making sure that devices and equipment are compatible;
- (iv) providing or obtaining (and maintaining) licenses, authorisations or approvals;
- (v) providing physical access to locations or premises or remote access to ICT-infrastructure.

4.1.4. In case login data are used by the Customer in the framework of the Service, the Customer undertakes to

keep such data confidential, not to share with or pass on the data to third parties, and only to use the data in a safe and appropriate manner. The Customer is solely responsible for any use and activity carried out with his login data.

4.2. Unauthorized, unlawful or fraudulent use

4.2.1. The Customer undertakes to notify Telenet of any kind of (suspected) unauthorized, unlawful or fraudulent use involving the Service, and to co-operate in good faith and use all appropriate means to identify, eliminate and prevent such use as soon as possible. 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.

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.

4.6. Non-solicitation

Except in the event that the Customer can demonstrate that he has received Telenet's express prior written consent or that the member of the staff concerned has spontaneously applied for the job with the Customer, the Customer may not, during the entire Term and for a period of 6 months following termination of the Contract recruit, employ, contract or hire the services of any member of the staff (employees, consultants or other) of Telenet (or Telenet's Affiliate or subcontractor) with responsibilities in the context of the Service. If the Customer breaches this obligation, the Customer must pay Telenet a compensation amounting to six (6) times the latest gross monthly salary (based on a full month of employment) paid by Telenet (or Telenet's Affiliate or subcontractor) to the member of the staff concerned, without prejudice to Telenet's right to claim additional compensation for Damages, provided such higher Damages can be demonstrated.

5. Fees

5.1. Fees

5.1.1. The Customer shall pay the fees stipulated in the Order Form. Unless expressly stipulated otherwise in the Contract, prices are indicated in Euros and without taxes.

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.

5.1.3. Fees are due, regardless of whether the Customer uses the Service or not.

5.1.4. Telenet has the right to charge all costs (transport costs, operating costs, ...) incurred in the installation, maintenance or modification of a Service as a result of the Customer's non-compliance of his contractual obligations (e.g. Customer fails to supply or modify his equipment or premises, Customer is not present at the agreed place and time of appointment, etc.).

5.2. Revision of fees

5.2.1. At any time during the (open-ended or fixed) Term, Telenet is entitled to revise:

- (i) the roaming fees so as to reflect the actual change in fees and charges levied on Telenet;
- (ii) its fees once a year for 80 percent to its internal index (as published on Telenet's website) which is directly related to the parameters representing the real costs. The price indexation will take place according to the following formula: $\text{new price} = \text{old price} \times (0.8 \times \text{last known index figure} / \text{index figure at the time of the previous fee determination} + 0.2)$.

The Customer will not be entitled to terminate the Contract in case of a fee revision in accordance with this article 5.2.1, except in accordance with article 9 of these General Terms and Conditions.

5.2.2. Telenet shall furthermore have the right to revise the fees in accordance with article 16 of these General Terms and Conditions.

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. If, at the request of the Customer, invoices 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

6.2.1. 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 days from the Invoice Date.

6.2.2. In order to be valid, payment must be made to the account number and including the reference indicated by Telenet.

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 40 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 compensation for 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 in writing 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

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

7.2. After the conclusion of the Contract, Telenet furthermore has the right, at any time during the Term, 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 to 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 or if Telenet's license to exploit the Telenet Network is suspended;
- (ii) in the event of Force Majeure;
- (iii) in the event of (serious presumption of) fraud or unauthorized, unlawful or fraudulent use of the Service, or if the safety, integrity or normal operation of the Service, the equipment or infrastructure of Telenet, its Affiliates, subcontractors or suppliers is endangered.
- (iv) 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;
- (v) if the Customer does not comply with Telenet's request to provide the information or documents referred to in article 2.2 of these General Terms and Conditions, or that the information or documents provided indicate that the Customer has not complies/does not comply with the warranties;
- (vi) if the Customer breaches another provision of the Contract;
- (vii) 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. Suspension of the Service does not relieve the Customer from any of 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 from the Customer for any Damages resulting from such acts or omissions.

9. Term and termination

9.1. Term

9.1.1. The Contract can be concluded for an open-ended or fixed Term. If the Contract does not stipulate a Term, the Contract is concluded for an open-ended Term.

9.1.2. If the Contract is concluded for a fixed Term, such fixed Term is calculated as of the RFS Date (notwithstanding the fact that the Contract is already concluded upon the confirmation of the acceptance of the Order by Telenet).

9.1.3. Unless expressly stipulated otherwise in the Contract, a Contract initially concluded for a fixed Term, upon expiration of its Term, is automatically renewed for an open-ended Term.

9.2. Termination for convenience

9.2.1. Each Party is entitled to terminate the Contract either at any time during the open-ended Term or upon expiration of the (then current) fixed Term. Unless expressly stipulated otherwise in the Contract, the Party terminating the Contract must give the other Party at least one (1) month prior written notice.

9.2.2. The Customer is furthermore entitled to terminate the Contract prior to the expiration of its (then current) fixed Term, provided he pays Telenet a termination fee for each Service terminated. The termination fee is composed of:

- (i) the sum of all amounts due for the Service for the remainder of the Term; and
- (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 minimum 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) in case the provision of the Service is suspended in accordance with article 8.1 (i) or (ii) of these General Terms and Conditions and such suspension lasts longer than three (3) months;
- (iii) in any instance where the other Party commits a material breach of the Contract which cannot be remedied;
- (iv) in any instance where the other Party commits a breach of the Contract which can be remedied, but that such Party fails to remedy within thirty (30)

- (v) days following written notice by the terminating Party demanding that said breach be remedied; 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;
- (vi) 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) 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;
- (iv) in case the provision of the Service is suspended in accordance with article 8.1 (iii) to (vii) and such suspension lasts longer than fifteen (15) days.

9.3.3. In case of change of control of the Customer within the meaning of article 1:14 of the Belgian Code of Companies and Associations, Telenet shall be entitled to terminate the Contract by giving the Customer at least one (1) month prior written notice, provided that Telenet can reasonably believe such change in control may have an adverse effect on the Customer's ability to fulfil his 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. Without prejudice to articles 10.2 to 10.6 of these General Terms and Conditions as well as any additional exclusions or limitations included elsewhere in the Contract, each Party shall indemnify, defend and hold the other Party, its

Affiliates and their respective officers, directors, employees, agents, partners, suppliers and subcontractors harmless from and against any and all Claims and all Damages resulting from:

- (i) a breach by such Party of the Contract;
- (ii)** a violation by such Party of any Applicable Laws; or
- (iii)** the infringement by such Party of any Intellectual Property Right.

10.2. The Customer shall indemnify, defend and hold harmless Telenet, its Affiliates and their respective officers, directors, employees, agents, partners, suppliers and subcontractors from and against any Claims by End-Users.

10.3. If and to the extent a Party is liable, the liability of such Party will in any event – even in case of gross negligence – be limited to the sum of the amounts invoiced to the Customer with respect to the underlying Service within a 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. Without prejudice to the foregoing, in no event, a Party's liability shall exceed an amount of 1,000,000 EUR per Claim and per period of twelve (12) months. For the avoidance of doubt, the limitations of liability stipulated in this article 10.3 do not apply in case of breach by the Customer of his payment obligations in accordance with article 5 of these General Terms and Conditions.

10.4. Neither Party will be liable to the other Party – even in case of gross negligence – 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 or consequential Damages suffered by the other Party, however caused and whether or not foreseeable.

10.5. Telenet shall not be liable for Damages incurred:

- (i)** as a result of the suspension of the Service (in accordance with article 8 of these General Terms and Conditions) or termination of the Contract (in accordance with article 9 of these General Terms and Conditions);
- (ii) as a result of fraudulent, unauthorized or illegal use of the Service (or a Product provided in the context of the Service);
- (iii) as a result of other acts or omissions by the Customer, the End-User or third parties (excluding subcontractors of Telenet).

10.6. Any exclusion of liability included in the Contract shall not apply in the following situations:

- (i) fraud or wilful misconduct;
- (ii) gross negligence; and
- (iii) non-performance of the essential commitments of the Contract (except in case of an event of Force Majeure).

For the avoidance of doubt, any limitations of liability included in the Contract will remain applicable in the aforementioned situations.

10.7. Any exclusion or limitation of liability included in the Contract shall not apply in any situation where such exclusion or liability would be considered unlawful in accordance with mandatory Applicable Laws. If such is the case, the Parties agree that such exclusion or limitation of liability shall only apply insofar and to the extent the exclusion or limitation is considered lawful.

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. Products / Telenet Equipment

12.1. Sale of Products

- 12.1.1. Any Product sold to the Customer remains the property of Telenet until its price has been paid in full. As long as the Product remains the property of Telenet, the Customer shall comply with article 13.3 of these General Terms and Conditions.
- 12.1.2. Unless expressly stipulated otherwise in the Contract, the Customer bears the risk and cost of transportation of the Product.
- 12.1.3. Telenet is entitled to charge all costs resulting from the Customer's failure to accept the Product at the agreed time and place.
- 12.1.4. Complaints with regard to non-conformity or visible defects of the Product must be addressed to Telenet in writing within two (2) Business Days following receipt of the Product. In the absence thereof, the Product shall be deemed fully conforming and non-defective. Complaints with regard to hidden defects must be addressed to Telenet in writing within five (5) Business Days following their discovery. In the absence thereof, the Customer's right to make a Claim regarding the defects will automatically lapse.
- 12.1.5. Unless expressly stipulated otherwise in the Contract, the Customer benefits from the warranty offered by the manufacturer of the Product and Telenet does not supply any specific or additional warranty on top of the manufacturer's warranty. Any warranties are only valid to the extent that the Customer uses the Product for the use it is intended and with due care.

12.2. Telenet Equipment

- 12.2.1. Telenet and/or its supplier(s) retain full ownership of the Telenet Equipment, as well as of any Product sold to the Customer but of which the Customer has not yet paid the price (in full).
- 12.2.2. The Customer shall not sell, (re)lease, rent, transfer, pledge or otherwise make available the Telenet Equipment/Product to third parties. He must keep the Telenet Equipment/Product free of attachment or any other charge. The Customer shall not remove any Telenet property notice on the Telenet Equipment/Product.
- 12.2.3. The Customer is entitled to use the Telenet Equipment/Product only for the purpose it is intended, in accordance with the provisions of the Contract and any specific instructions given by Telenet with respect to the use thereof. The Customer is not entitled to make any modifications to the Telenet Equipment/Product. The Customer shall indemnify Telenet against any unauthorized, improper, illegal or fraudulent use of the Telenet Equipment/Product.

- 12.2.4. The Customer must take good care of the Telenet Equipment/Product. He undertakes to immediately inform Telenet of any problems regarding the Telenet Equipment/Product (e.g. malfunctions). 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.
- 12.2.5. The Customer must insure the Telenet Equipment/Product against theft and all material damage by taking out a comprehensive all-risks policy for the total replacement value of the Telenet Equipment/Product. The Customer undertakes to include a waiver of recourse against Telenet in its insurance policy.
- 12.2.6. Maintenance and repair are only provided by Telenet for as long as the Telenet Equipment/Product is supported by the manufacturer. The Product may only be maintained and repaired by Telenet or the persons appointed by Telenet. The Telenet Equipment/Product must at any time remain easily accessible for Telenet. At any time, Telenet has the right to reclaim the Telenet Equipment/Product and to replace it by a similar product.
- 12.2.7. Upon termination of the Contract, the Customer undertakes to return the Telenet Equipment/Product to Telenet, in accordance with Telenet's instructions. Telenet reserves the right to charge Damages if the Customer has not timely returned the Telenet Equipment/Product to Telenet in accordance with its instructions.

12.3. Software

- 12.3.1. Any software provided to the Customer in the context of the Service (including software embedded in Products), is provided in the form of a personal, limited, revocable, non-exclusive and non-transferable (sub)license to use the software in the context of the Service and for the Term exclusively. The Customer is not entitled to copy (except as expressly permitted by the end-user license agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the software (or any updates or parts thereof).
- 12.3.2. By installing the software or using the Service or Product, the Customer accepts to be bound by the terms and conditions of the end-user license agreement applicable to the software. The Customer is liable for any non-compliance with the end-user license agreement by End-Users or third parties. A breach of the end-user license agreement will be considered a breach of the Contract.

13. Intellectual property

- 13.1. 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.
- 13.2. Unless expressly stipulated otherwise in the Contract, the Intellectual Property Rights relating to or derived from the Service (including Intellectual Property Rights on software, software embedded in Products, and related

documentation), irrespective of how they are developed, remain the property of Telenet, its Affiliate or supplier.

- 13.3. The Customer is not entitled to use the (trade or domain) names, brands and logos of Telenet, its Affiliates or its suppliers without their express prior written consent.

14. Processing of personal data

- 14.1. In the framework of the conclusion of the Contract or the performance of the Service, Telenet, as 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 fulfilment 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 or service designated in the Contract. 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. Amendment

- 16.1. Telenet may, at any time during the (open-ended or fixed) Term, immediately amend the fees, the terms and conditions of the Contract and/or the characteristics of the Service for valid reasons or 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.
- Telenet shall notify the Customer of the amendment. Insofar and to the extent this is possible, Telenet shall do so prior to the entry into force of the amendment.
- 16.2. Telenet shall furthermore have the right to amend the fees, the terms and conditions of the Contract and/or the characteristics of the Service in accordance with the following modalities:
- (i) If the amendment is not in the manifest advantage of the Customer, Telenet is entitled to make such amendment either at any time during the open-ended Term or upon expiration of the (then current) fixed Term. The Customer shall be notified of such amendment at least one (1) month prior to the entry into force thereof.
 - (ii) If the amendment is in the manifest advantage of the Customer, Telenet is entitled to make such amendment at any time during the (open-ended or fixed) Term. The Customer shall be notified of the amendment at the latest on the date of entry into force thereof.
- 16.3. In case Telenet amends the fees, the terms and conditions of the Contract and/or the characteristics of the Service in accordance with article 16.1 or 16.2 of these General Terms and Conditions, and:
- (i) such amendment is not in the manifest advantage of the Customer, the Customer will be entitled to

terminate the Contract, provided that the Customer informs Telenet thereof in writing at the latest three months following the notification. In case the amendment is made in accordance with article 16.1 and such amendment enters into force during the fixed Term, the termination fees referred to in article 9.2.2 of these General Terms and Conditions will not be due;

- (ii) such amendment is in the manifest advantage of the Customer, the Customer will not be entitled to terminate the Contract, except in accordance with article 9 of these General Terms and Conditions.

17. Non-exclusivity

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

17.2. 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.

17.3. 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.

18. Complaints and disputes

18.1. 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) days following the occurrence of the underlying problem or incident. In the absence of due information or timely notification, the complaint shall be inadmissible.

18.2. Disputes

18.2.1. The Contract shall be governed by and construed in accordance with the laws of Belgium.

18.2.2. Any disputes shall be brought exclusively before the courts of Brussels.

19. Miscellaneous

19.1. Nature of relationship

19.1.1. 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.

19.1.2. 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.

19.1.3. 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.

19.1.4. 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.

19.2. 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.

19.3. Assignment

19.3.1. The Customer shall not be entitled to assign or transfer the Contract and/or any of its rights or obligations the Contract to any third party without the prior written consent of Telenet.

19.3.2. Telenet shall be entitled to, without requiring the consent of the Customer, assign or transfer the Contract and/or any of its rights or obligations under the Contract to any third party (including to an Affiliate of Telenet).

19.4. Severability

The nullity or unenforceability of one or more provisions of the Contract does not affect the remaining provisions of the Contract, which remain applicable. In case one or more provisions of 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).

19.5. Order of precedence

In case of contradiction or inconsistency, the order of precedence of all documents forming part of the Contract is as follows (whereby the higher ranked documents take precedence over the lower ranked documents):

- (i) the specific terms and conditions applicable to the Service;
- (ii) these General Terms and Conditions;
- (iii) the Order.

19.6. Notices

19.6.1. Any notices, communications and/or requests required or permitted under the Contract shall be in writing.

19.6.2. 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.

19.7. Waiver

19.7.1. 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.

19.7.2. 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.