GENERAL TERMS AND CONDITIONS IOT CONNECTIVITY - SMARTSD

These General Terms and Conditions apply to every Agreement between SmartSD and the Customer. SmartSD expressly rejects the applicability of the Customer's general terms and conditions to the Agreement.

1. DEFINITIONS

The following defined terms, indicated by a capital letter, have the meanings assigned to them below in the Agreement and these General Terms and Conditions.

1.1 General Terms and Conditions: these "General Terms and Conditions IoT Connectivity - SmartSD".

1.2 Service: the electronic communications service with which DATA, SMS and/or Voice can be transmitted, received, or used, which is provided by an OPERATOR to SmartSD.

1.3 Customer: the enterprise, with or without legal personality, designated in the Agreement as the "Customer".

1.4 OPERATOR: a mobile network operator (MNO) and/or a mobile virtual network operator (MVNO) and/or a roaming partner and/or an underlying service provider, including but not limited to Cellhire and Tele2.

1.5 OPERATOR Agreement: an agreement between an OPERATOR and SmartSD on the basis of which the OPERATOR provides the Service to SmartSD, including the services of the OPERATOR based thereon or related thereto.

1.6 Agreement: an "Agreement for the use of SIM/eSIM and Connectivity Services" between SmartSD and the Customer on the basis of which SmartSD provides the Service, the SIM solutions, and any SIM services to the Customer.

1.7 SIM service: a SIM/eSIM, SIM management, and/or additional service.

1.8 SIM solution: a physical SIM card and/or an eSIM profile that contains information about the Customer and, depending on the agreed service package and the availability of the Service, provides access to the Service.

1.9 SmartSD: SmartSD B.V., a private limited liability company incorporated under Dutch law, registered with the Chamber of Commerce under number 24430056.

1.10 Terminal: equipment suitable for the use of the agreed Service and which meets the applicable technical requirements. SmartSD does not guarantee that the Service will function with every Terminal or every specific technology.

2. IDENTIFICATION OF THE CUSTOMER

2.1 Upon SmartSD's first request, the Customer shall:

- submit all documents that SmartSD deems necessary to verify the financial capacity of the Customer; and
- provide a clearly legible copy of the identity document (identity card or passport) of every natural person representing the Customer, including when signing an Agreement.

2.2 The Customer is responsible and liable for the accuracy and completeness of the information provided by or on its behalf.

3. DURATION OF THE AGREEMENT

3.1 The Agreement is concluded for an indefinite period of time, unless the Parties have agreed on a different term in writing.

3.2 The Agreement may be terminated by the Customer and SmartSD subject to the provisions of Article 11 of these General Terms and Conditions.

4. AMENDMENT OF AGREEMENT AND RATE INCREASE

4.1 SmartSD is entitled to unilaterally amend the Agreement, including the rates and conditions for the Service, if there is reason to do so due to changes in the service provision, rates, conditions, technical possibilities, or other circumstances at the relevant OPERATOR, as well as due to changes in laws and regulations, technical developments, or other reasonably justified circumstances. SmartSD is not obliged to compensate the Customer for any damage in respect of such an amendment.

4.2 SmartSD will inform the Customer of an amendment no later than one month prior to the entry into force of such amendment.

4.3 If the Customer does not wish to accept an amendment to the Agreement, the Customer has the right to terminate the Agreement in accordance with the provisions of Article 11 of these General Terms and Conditions.

4.4 Amendments will be announced and recorded in writing or electronically, including via the customer portal, email, or any other electronic means designated by SmartSD, and are binding as of the announced date of entry into force.

5. PROTECTION OF PRIVACY

5.1 SmartSD will process all data regarding the Customer and all traffic and usage data of the Customer, including any personal data, exclusively in accordance with applicable laws and regulations.

5.2 SmartSD will in no way store the content of the communication between the Customer and third parties utilizing the SIM solutions.

5.3 SmartSD's privacy statement is available on SmartSD's website, www.smartsd.com.

6. RATES – INVOICING – PAYMENT TERMS - COMPLAINTS

Rates

6.1 SmartSD makes the rates applicable to the Customer for the SIM solutions, the agreed Service (including, where applicable, rates for DATA, SMS, Voice, subscriptions, and access), and SIM services accessible via its designated channel. SmartSD is entitled to amend these rates in accordance with Article 4 of these General Terms and Conditions.

Invoicing

6.2 The Customer shall pay SmartSD for all DATA, SMS, and Voice usage that takes place via the SIM solutions made available to the Customer in accordance with the provisions of Article 9.9.1 of these General Terms and Conditions.

6.3 SmartSD prepares invoices on a monthly basis. However, SmartSD reserves the right to deviate from this periodicity after having notified the Customer.

6.4 SmartSD is not responsible for the accuracy of billing data transmitted by third parties for services they have provided.

6.5 The invoicing of the Service may be combined with the invoicing of other services that the Customer purchases from SmartSD. The invoicing of various services can thus be consolidated into a single invoice.

Payment Terms of the Invoices

6.6 Unless the Parties have agreed on a different payment term, a payment term of 30 days from the invoice date applies. After the due date of the invoice, the Customer automatically owes statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code (BW). If and insofar as the Customer is established in France, the Customer also owes a fixed lump-sum compensation of € 40.00 pursuant to Article L.441-10 of the French Commercial Code.

6.7 If the Customer is or threatens to become insolvent, has failed to pay invoices more than once or paid them too late, or if it is plausible that the Customer will be unable

to pay, SmartSD has the right to unilaterally amend the payment conditions, including the agreed payment term. The Customer will be informed of this in writing.

6.8 The Customer shall pay the invoices via bank transfer to the SmartSD account as indicated on the invoice.

Complaints

6.9 All complaints regarding invoices must be clearly reasoned and sent in writing (by mail or email) to SmartSD's customer service within 1 month after the date of the disputed invoice. After this period, the Customer is irrevocably deemed to have accepted the invoiced amount. Submitting a complaint does not release the Customer from its obligation to pay the undisputed part. The usage records (registered traffic, consumption, CDR, and other relevant usage data), which serve as the basis for invoicing and which are stored by SmartSD, take precedence over any other evidence, including that of the Customer.

7. THE SIM SOLUTION

7.1 The Customer is solely responsible and liable for the correct insertion of a SIM solution made available to the Customer into the respective Terminal, the timely activation or deactivation of the respective SIM solution enabling the Customer to use the Service, and for the security of the respective SIM solution.

7.2 If a SIM solution becomes blocked or damaged as a result of incorrect handling by the Customer, a new SIM solution will be provided for a fee upon the Customer's written request.

7.3 The Customer shall take all necessary precautions to prevent a SIM solution made available to them, and thereby the Service, from being used incorrectly or unlawfully. The Customer shall not copy the technical identification data of a SIM solution and shall not subject a SIM solution to any decompilation, analysis, or reverse engineering, create derived software, or use a SIM solution in any manner other than provided for in the Agreement.

7.4 The Customer is liable for all damage suffered by SmartSD as a result of the use of a SIM solution and thereby the Service, regardless of by whom and in which Terminal, and the Customer shall indemnify SmartSD against damage suffered by SmartSD as a result of the use of a SIM solution and thereby the Service by a third party, even in the event of theft or loss.

7.5 The Customer shall notify SmartSD immediately in the event of loss or theft of a SIM solution. In the event of loss or theft of a SIM solution, the Customer remains liable for the use and payment of the Service up to the moment the Customer notifies SmartSD and SmartSD has suspended the Service at the Customer's request. The

Customer will subsequently purchase a new SIM solution and SmartSD will reactivate the Service. The loss or theft of a SIM solution does not result in the termination of the Agreement.

7.6 SmartSD is not liable for damage incurred by the Customer as a result of (i) an unjustified blockage resulting from a request by the Customer by phone, letter, or email, or (ii) an inaccurate statement or a statement not originating from the Customer.

7.7 Under penalty of forfeiture of all rights, the Customer shall report complaints about a SIM solution to SmartSD within 3 (three) months after delivery of the SIM solution. The burden of proof regarding a defect in a SIM solution upon delivery lies with the Customer.

8. PERFORMANCE, OBLIGATIONS, AND LIABILITY OF SMARTSD

Customer Service

8.1 SmartSD communicates all necessary information regarding the Service to the Customer. SmartSD provides a customer service to the Customer to answer, as far as possible, all questions, problems, and complaints of the Customer regarding the Service.

8.2 The Customer accepts and agrees that calls to or from SmartSD's customer service may be recorded or monitored by persons not directly participating in the conversations, for the purpose of training and supervising SmartSD personnel. The Customer has the option to refuse this on a call-by-call basis.

Obligations

8.3 SmartSD will use reasonable efforts to make access to the Service available. Insofar as reasonably within its sphere of influence, SmartSD will take measures to promote the continuity and quality of the Service. The Customer acknowledges that the availability, continuity, and quality partly depend on the OPERATOR, roaming partners, other underlying service providers, and circumstances beyond SmartSD's control. SmartSD does not guarantee uninterrupted, error-free, or permanent availability of the Service.

Liability

8.4 SmartSD is not liable for damage incurred by the Customer as a result of, in connection with, or arising from:

8.4.1 a malfunction in or unavailability of the Service caused by maintenance, reinforcement, redesign, or expansion work on the network installations;

8.4.2 the failure to provide the Service and/or the malfunction of the Service because the Customer does not have suitable infrastructure or uses incorrect equipment;

8.4.3 incorrect use of a SIM solution or the Service by the Customer, including the failure or poor functioning of a SIM solution in a Terminal that is not compatible with GSM/GPRS/EDGE/UMTS/HSDPA standards;

8.4.4 a request by the Customer to change the access rights to the Service;

8.4.5 use of the Service outside the agreed purpose, service package, technical conditions of use, or other conditions of use agreed between SmartSD and the Customer, including use that does not fit within the application of the Service permitted by SmartSD and/or the OPERATOR;

8.4.6 the alteration, restriction, or discontinuation of the Service due to a decision by a government authority, a regulator, or an unforeseen event;

8.4.7 the failure to establish, or a malfunction, limitation, or defect in DATA, SMS, and/or Voice communication, including limitations or malfunctions in access times, network selection, roaming, reachability, capacity, coverage, specific networks and/or servers, insofar as not caused by SmartSD;

8.4.8 incorrect use of and/or the failure or defective functioning of the internet;

8.4.9 a computer virus spread via the internet;

8.4.10 the risks associated with the propagation of electromagnetic waves;

8.4.11 the discontinuation of services by third parties or suppliers of SmartSD;

8.4.12 the performance of independent service providers;

8.4.13 misuse of the customer portal by a third party, despite the security measures taken by SmartSD;

8.4.14 the nature, content, volume, and use of any communication transmitted or received via the Service, including DATA, SMS, and Voice, as well as the information, images, files, and other content transferred thereby, as SmartSD exercises no control over the content, nature, or characteristics thereof, nor over its use by the Customer or third parties;

8.4.15 cases of force majeure.

8.5 SmartSD is not liable for any damage whatsoever incurred by the Customer (including, but not limited to, direct damage, indirect damage, consequential damage, business interruption loss, loss of revenue, loss of profit, immaterial damage, loss of clients, loss of goodwill or loss of anticipated savings, data corruption, and data loss) arising from or related to the Agreement and/or the

Service, except if and insofar as this damage is caused by intent or willful recklessness on the part of SmartSD.

8.6 The Customer declares to be aware of the state of the networks and the coverage of the Service, and therefore discharges SmartSD from any liability in this regard. The Customer furthermore discharges SmartSD from any liability for the failure or defective functioning of a computer system, device, hardware, or software on which or with which a SIM solution is used.

8.7 The Customer shall not hold an OPERATOR directly liable for any matter relating to or arising from the Agreement and/or the Service.

9. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

Obligations

9.1 The Customer shall use the Service carefully, in accordance with the provisions of the Agreement and the provisions laid down in or pursuant to applicable laws and regulations.

9.2 The Customer shall not use the Service contrary to public order and good morals, to send or receive data (information of any kind) that is contrary to applicable laws and regulations, that is of a threatening, hurtful and/or offensive nature, or that violates confidentiality obligations or property rights.

9.3 The Customer shall not send any electronic and/or software element via the Service that could cause damage of any kind to the systems of SmartSD or any third party.

9.4 The Customer acknowledges possessing compliant equipment and software and competent personnel for the proper functioning of GSM/GPRS/EDGE/UMTS/HSDPA access, and being aware of the open nature of the internet.

9.5 If the Customer grants access to their own data and/or software via the internet, they must take all appropriate measures to maintain its availability, integrity, and confidentiality, particularly by protecting it against infection by potential viruses.

9.6 The Customer shall respect the intellectual and other rights of SmartSD and third parties. Unless expressly agreed otherwise by SmartSD, the Customer is prohibited from sending text messages containing or implying any commercial message to third parties via the SmartSD network.

9.7 The Customer acknowledges that the Service may be dependent on (end-user) software licenses and that the Customer must accept the terms thereof. SmartSD is not liable if the Customer does not accept these terms. In the event of contradictions, the terms of these software licenses prevail over these General Terms and Conditions.

9.8 The Customer shall fully indemnify and hold SmartSD harmless against any claim, demand, damage, fine, costs, and liability from a third party, including a customer and/or end-user of the Customer, relating to or arising from: (i) a failure by the Customer to comply with the Agreement; (ii) the installation, configuration, integration, operation, or security of equipment, software, or the integrated solution provided by the Customer; (iii) commitments, guarantees, or information provided by the Customer to third parties; and/or (iv) the acts or omissions of the Customer in its relationship with its own customers and/or end-users, unless the relevant claim is exclusively the result of intent or willful recklessness by SmartSD.

Responsibilities

9.9 The Customer is solely responsible:

9.9.1 for all DATA, SMS, and Voice usage that occurs and all other costs that arise via the SIM solutions made available to the Customer, which usage and costs the Customer shall pay to SmartSD, regardless of whether this use was authorized by the Customer and even if the usage is the result of misconfigured devices, data leaks, unauthorized access, hacking, cyber attacks, fraud, misuse by third parties, software errors, automatic software updates, technical malfunctions, or other circumstances on the part of the Customer or third parties;

9.9.2 for the use they make of the data (information) obtained through the Service;

9.9.3 for the technical choices and the application of the data and communication obtained through the Service to establish connections between devices, systems, and/or other endpoints. The Service is not intended, nor guaranteed by SmartSD, as the sole or primary communication provision for business-critical, safety-critical, or life-critical applications, unless SmartSD has explicitly accepted this in writing beforehand. If the Customer uses the Service for such applications, the Customer remains fully responsible for adequate redundant or alternative communication provisions and for the suitability of the integrated solution.

9.9.4 for non-compliance with usage instructions and any manipulation of an abnormal nature;

9.9.5 for the use of the data they send and/or receive;

9.9.6 for the amount of data consumed via SIM solutions made available to the Customer.

Fair Use Policy (FUP)

9.10 This article applies exclusively to services provided via OPERATOR Tele2.

9.11 SmartSD aims to offer the Customer a subscription that aligns with the actual use of the Service. If the use of DATA, SMS, and/or Voice structurally or excessively

deviates from the agreed bundle or the purchased subscription, SmartSD is entitled to unilaterally and permanently adjust the subscription or rate plan to the Customer's actual usage.

9.12 In assessing this, SmartSD may take into account, among other things, the volume, frequency, and nature of the usage, repeated exceedance of the agreed bundle, and the applicable terms and cost structure of Tele2 and its roaming partners.

9.13 The amended subscription or tariff structure will be applied from the effective date determined by SmartSD. The corresponding rates and conditions will apply from that date and will be charged to the Customer on the invoice.

Liability

9.14 The Customer is liable for the complete, correct, and timely fulfillment of its obligations under the Agreement, including the correct use of the Service.

10. SUSPENSION

By SmartSD

10.1 SmartSD is entitled to immediately (without notice of default) fully or partially suspend the Service, after having informed the Customer thereof as far as possible and in an appropriate manner, without being obliged to compensate any costs incurred or damage suffered by the Customer as a result, in each of the following cases:

10.1.1 the Customer is listed in the Dutch Preventel register, or a comparable register applicable in the country where the Customer is established;

10.1.2 the Customer has failed to pay an outstanding invoice amount in full or in part on the due date, or SmartSD has evidence or reason to suspect that the Customer will not pay the invoice amount or not pay it on time;

10.1.3 the Customer fails to fulfill its obligations under the Agreement or under any other agreement concluded with SmartSD;

10.1.4 SmartSD has evidence or reason to suspect that the Customer is guilty of fraud, theft, or use of the SIM solution for purposes contrary to the Agreement, legal or regulatory provisions, and/or public order or good morals;

10.1.5 the Customer, in the opinion of SmartSD, acts in a way that has a negative effect on the SmartSD network, the Service, or the OPERATOR's network, including (threatening to) disrupt or endanger its integrity or proper functioning;

10.1.6 in an emergency or on the instructions of emergency services, a government authority, a regulator, or for the safety of the Customer;

10.1.7 in the event of force majeure on the part of SmartSD;

10.1.8 technical malfunctions, modifications, or maintenance to SmartSD's systems and/or other reasons related to the technical operation of these systems;

10.1.9 the OPERATOR under the OPERATOR Agreement has fully or partially suspended, limited, or terminated the Service, or has obliged or requested SmartSD to do so, including due to fraud, misuse, Artificially Inflated Traffic (AIT), Gateway usage, security risks, legal or regulatory obligations, or technical or network problems.

10.2 Outside the cases of force majeure on the part of SmartSD and the cases in which the suspension is related to the technical operation of SmartSD's systems, SmartSD may charge the Customer suspension costs of € 15.00 per SIM solution made available to the Customer in the event of suspension of the Service, and the Customer shall pay these costs to SmartSD.

10.3 During the period of suspension, the Customer shall continue to fully comply with all its obligations under the Agreement.

10.4 In the event of an unjustified suspension, SmartSD will send the Customer a credit note for the subscription fees and minimum amounts invoiced to them during the suspension period.

11. TERMINATION OF THE AGREEMENT

General

11.1 The Customer is entitled to terminate the Agreement at any time without stating reasons, with immediate effect, by means of a written notice to SmartSD to that effect and by deactivating all SIM solutions made available to the Customer via the customer portal. The Customer remains obliged to pay all costs due up to and including the termination date and, in addition, owes all costs due in accordance with the Agreement for the entire calendar month of termination, including usage, subscription, minimum, and other agreed costs.

11.2 SmartSD is entitled to terminate the Agreement, observing a notice period of 3 (three) months, without stating reasons, towards the end of a calendar month by giving written notice to the Customer to that effect and without being obliged to compensate any costs incurred or damage suffered by the Customer as a result thereof.

By SmartSD

11.3 SmartSD is entitled to terminate the Agreement at any time without stating reasons, with immediate effect, by giving written notice to the Customer to that effect, and

without being obliged to compensate any costs incurred or damage suffered by the Customer as a result thereof:

11.3.1 if within 10 (ten) days after suspension of the Service by SmartSD pursuant to Article 10.1 of these General Terms and Conditions, the Customer has not remedied the relevant defect or the relevant situation has not been resolved;

11.3.2 if SmartSD establishes that the Customer provided SmartSD with incorrect, falsified, or incomplete essential information before, during, or after the conclusion of the Agreement, or that the Customer failed to communicate significant changes regarding the provided information;

11.3.3 if the Customer uses the Service for purposes contrary to public order, good morals, or a legal or regulatory provision;

11.3.4 in the event of insolvency, bankruptcy, composition, (application for) suspension of payments, liquidation, or dissolution of the Customer's company.

11.4 This provision leaves any statutory rights of termination of SmartSD intact.

Consequences of Termination

11.5 If SmartSD terminates the Agreement due to a breach in its performance by the Customer, all accrued and payable amounts, all usage, subscription, minimum, and other costs due under the Agreement, and any agreed minimum or commitment obligations remain fully due and payable. SmartSD additionally retains all its other rights and remedies under the law and the Agreement.

11.6 If the Customer terminates the Agreement before the end of a calendar month, the entire amount due for that calendar month under the Agreement, including usage, subscription, minimum, and other agreed costs, remains fully due and payable.

11.7 Upon termination of the Agreement on any grounds whatsoever, the Customer shall return all SIM solutions made available to the Customer to SmartSD.

Consequences of Suspension or Termination of the OPERATOR Agreement

11.8 If the OPERATOR Agreement is (fully or partially) suspended for any reason whatsoever, the Agreement is automatically suspended at the same time, without SmartSD being obliged to compensate any costs incurred or damage suffered by the Customer as a result thereof.

11.9 If the OPERATOR Agreement is (fully or partially) terminated for any reason whatsoever, the Agreement automatically terminates at the same time, without SmartSD being obliged to compensate any costs incurred or damage suffered by the Customer as a result thereof.

12. TRANSFERABILITY

By SmartSD

12.1 SmartSD has the right to transfer the Agreement or its rights and/or obligations thereunder, in whole or in part, to a third party without the Customer's consent. In the event of a transfer, the Customer has the right to terminate the Agreement within 15 (fifteen) days after notification of the transfer, by registered letter for the attention of the transferee of the Agreement.

By the Customer

12.2 The Customer has the right to transfer the Agreement to a third party, but only with the prior written consent of SmartSD. If SmartSD grants consent, the Customer shall ensure that the acquiring party signs the transfer form drawn up by SmartSD, signs the Agreement, and accepts these General Terms and Conditions.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Nothing in the Agreement may be interpreted as a modification of the intellectual property rights of a Party or as an (obligation to) transfer, assign, or license intellectual property rights from SmartSD to the Customer.

14. NO WAIVER OF RIGHTS

14.1 A single or partial exercise of a right or remedy under the Agreement by SmartSD does not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of a right in respect of a breach of the provisions in the Agreement by SmartSD does not constitute a waiver of a right in respect of a subsequent breach of the Agreement.

15. NOTICES

15.1 The Customer shall make any communication, complaint, or notice from the Customer to SmartSD under the Agreement in writing and address it to SmartSD's customer service. SmartSD's customer service is reachable from Monday to Thursday from 8:30 AM to 5:00 PM and on Friday from 8:30 AM to 4:00 PM at telephone number +31 (0)76 579 25 77 and via orders@smartsd.com. SmartSD's postal address is: SmartSD B.V., Minervum 7118, 4817 ZN, Breda, The Netherlands.

16. INVALIDITY OR UNENFORCEABILITY

16.1 If a provision in the Agreement is or becomes invalid or unenforceable, the Parties remain bound by the remaining provisions. In that case, the Parties will replace the invalid or unenforceable provision with provisions that are valid and enforceable and that, given the nature and scope of the Agreement, have, as far as possible, the same effect as the invalid or unenforceable provision.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

Applicable Law

17.1 The Agreement, including the General Terms and Conditions, is governed by Dutch law, and the Agreement will be interpreted in accordance with Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Dispute Resolution

17.2 All disputes arising from, resulting from, or occurring in connection with the Agreement shall be submitted exclusively to the District Court of Zeeland-West-Brabant in the Netherlands, without prejudice to the right of the Parties to lodge an appeal or cassation.