

GENERAL TERMS AND CONDITIONS

MTX Connect S.a r.l., a Luxembourg limited liability company registered with Luxembourg Trade and Companies' Register (*Registre de commerce et des sociétés*) under registration number B177706, having its main address at: 37, Grand Rue, L4393 Pontpierre, The Grand Duchy of Luxembourg (**MTX**),

Renders electronic communications services to the Client under the general terms and conditions (**GTC**) set out below.

1. INTERPRETATION.

1.1. Unless the context requires otherwise the following definitions shall apply:

"Agreement" means a binding commercial agreement between the parties that incorporates these GTC, Schedules, Sign-up Tool and, if applicable, Special Terms.

"Client" means a person signed up for Services as a client through the Sign-up Tool.

"Commercial Launch Date" means the date when all conditions set out in clause 2.5 are fulfilled.

"Credit Card Data" means data as described in clause 7.4(i).

"eSIM" means a downloadable SIM Profile compliant to GSMA eSIM Consumer Specifications SGP.21 and SGP.22 to be remotely provisioned on a compatible end-user device (smartphones, tablets, modems, etc) for the purpose of providing the Services.

"GSMA PRD BA.48" means a binding permanent reference document of the GSMA related to M2M Roaming Principles.

"ID Data" means data as described in clause 5.7.

"IMSI" means International Mobile Subscriber Identity.

"M2M/IOT traffic" means a machine-to-machine or internet of things traffic generated by services characterized by the exchange of mainly, but not limited to, data communications brought about in a fully or partially automated way as further described in GSMA PRD BA.48 (as amended, supplemented or replaced at any given moment).

"Metadata" means technical information about transmitted communication that is not content of such communication and includes, without limitation: location from and to which the communication is made, duration of communication, volume of transmitted data, number of SMS, etc.

"Mobile Network" means a network within MTX' Network, where MTX renders mobile broadband access services in accordance with the agreements signed with its partners.

"MTX Connect Business management portal" or **"Portal"** means MTX' web-based portal with service management and administrative functions related to the Services.

"MTX IMSI" means an IMSI series assigned to MTX.

"MTX' Network" means MTX' public mobile network.

"Personal Data" means ID Data, Credit Card Data and Metadata.

"Sign-up Tool" request for Services made by the Client through online order form on MTX Connect Business management portal.

"Special Terms" means terms and conditions contained in written communications between the parties with respect to Services that are either different or not defined in the GTC and in the Sign-up Tool (such as special prices, fees, payment security instruments, SIM Card quality, etc.)

"Service Area" means the area covered by MTX' Network where the Services are available for the Client, as defined on the Portal's package creation menu (as amended from time to time).

"Services" means electronic communications services described in Schedule 1.

"Schedule" means a schedule to this GTC.

"SIM Card" means a removable subscriber identity module smart card that is intended to securely store the SIM Profile for the purpose of providing Services.

"SIM Profile" means collectively the IMSI and other associated data (such as serial number, authentication keys, etc), and applications which are used to identify and authenticate subscribers on MTX' Network.

1.2. References in this Agreement to:

- (i) Any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution therefor;
- (ii) "end-user" means an individual person using the Services through SIM-Card or eSIM by means of MTX' Network within the Service Area;
- (iii) "calendar year" means a period of 365 consecutive days;
- (iv) "business day" is any day from Monday to Friday, which is not a public holiday in the Grand Duchy of Luxembourg;
- (v) A "person" includes a natural person, corporate or unincorporated body (regardless of having separate legal personality);
- (vi) "writing" or "written" includes email unless specified otherwise;
- (vii) Article, clause or Schedule means a reference to a respective article, clause or Schedule of these GTC.

1.3. Headings are for ease of reference only.

1.4. Where the context so admits words importing the singular number only shall include the plural and vice versa and words importing one gender shall include the other genders.

1.5. In case of any discrepancies the documents comprising the Agreement shall prevail in the following order: Special Terms (if applicable), Sign-up Tool, Schedules, GTC.

2. SERVICES.

2.1. MTX provides the Services to the Client for a consideration. Services are rendered through SIM Cards and/or eSIMs. Client requests SIM Cards/eSIMs in quantity and quality through the Sign-up Tool.

2.2. MTX manufactures SIM Cards in accordance with request made via the Sign-up Tool and sends them to the Client. Any and all expenses associated with delivery of the SIM Cards to the Client including, without limitation, any shipping fees and customs duties, shall be borne by the Client.

2.3. Subject to the provisions of article 8, title to SIM Cards purchased from MTX shall pass to the Client upon payment to MTX of the agreed price for the respective SIM Cards. Risk in the SIM Cards shall pass to the Client when the SIM Cards are accepted for shipment.

2.4. For billing purposes, the Client shall be deemed as a sole Services subscriber regardless of number of acquired SIM Cards/eSIMs and regardless of number of its end-users.

2.5. MTX launches the Services upon completion of the following:

- (i) The Client has accepted these GTC;
- (ii) The Client has completed the Sign-up Tool;
- (iii) The Client has provided to MTX' satisfaction (acting reasonably) all information and documents requested by MTX for the purposes of know-your-client due diligence;
- (iv) The parties have agreed on the Special Terms in writing (if applicable);
- (v) Set-up fee has been credited to MTX account; and
- (vi) Payment security instrument has been provided to MTX.

2.6. MTX cannot guarantee network coverage in any area and that the Services will be rendered uninterrupted or error free. The Client hereby acknowledges and agrees that:

- (i) The availability of Services is at all times subject to network coverage and may vary from place to place;
- (ii) The Services may be affected by interference caused by natural or artificial obstructions or factors, such as: weather conditions, geographical constraints, high buildings, tunnels, etc.

3. PRICES. PAYMENTS.

3.1. Unless otherwise specifically stated, all prices and fees are net, exclusive of any taxes and duties and are set in Euro.

3.2. All sums payable by Client to MTX shall be paid in full: without any set-off, condition or counterclaim whatsoever, and free and clear of any deductions or withholdings whatsoever except as may be required by applicable law. If any deduction or withholding is required by applicable law, the amount of the payment due shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required. A party subject to any deductions or withholdings shall promptly deliver or procure delivery to the other party of all receipts issued to it evidencing each deduction or withholding which it has made.

3.3. Unless otherwise agreed between the parties in writing, the Services are rendered on a post-payment basis.

3.4. The amount of payment for the Services rendered during the reporting period shall be calculated on the basis of respective prices and rates, plus all the costs occurred and/or generated during the reporting period in accordance with the Agreement and plus all applicable taxes. Reporting period constitutes a period of 1 (one) calendar month. If the Services are rendered during an incomplete calendar month the payment shall be calculated proceeding from the actual number of days on which the Services are rendered.

3.5. Each invoice shall be paid within 10 (ten) business days from the date of the invoice.

3.6. If the Client questions an invoice issued by MTX, the Client shall pay the undisputed amount. Regarding the disputed amount, the parties shall within 15 (fifteen) days come up with a solution, which is binding for both parties. If they do not agree they shall write a status report, which is to be forwarded to the management of both parties. Otherwise, the dispute resolution mechanism of article 13 applies.

3.7. Obligation to pay for the Services shall be deemed fulfilled on the date when:

- (i) If made by wire transfer, the respective amount is credited to MTX's bank account or any other account as MTX may specify from time to time, if payment is made by wire transfer:
Bank: BGL BNP PARIBAS
Account name: MTX CONNECT SARL
IBAN: LU04 0030 1436 7653 0000
SWIFT: BGLLLULL
- (ii) If made by credit card, the respective amount is debited from respective credit card.

3.8. The Client shall indemnify, protect and hold MTX harmless from any and all claims of any tax authorities in relation to all payments made for the Services.

3.9. Each party shall bear its own applicable taxes and fees and shall pay any and all expenses and charges relating to its performance of contractual obligations hereunder, including bank transfer commissions and currency exchange fees.

3.10. Parties shall cooperate with respect to exchange of documents necessary for the avoidance of any double taxation.

3.11. Failure to make any payment under this Agreement on time entitles MTX:

- (i) to claim for an interest at the rate of 0,5% (zero point five

percent) per outstanding amount payable from the date when the outstanding amount becomes due, until the date of its payment in full. Such interest shall accrue day by day and shall not be compounded; and/or

- (ii) to suspend or terminate any and all of Services offered to the Client starting from 0:00 UTC of the following day of the payment due date until the due payment is executed.

4. PAYMENT SECURITY.

4.1. As a payment security the Client shall pay to MTX a cash deposit (**Deposit**) in the initial amount of EUR 1,000.00 (one thousand Euro). MTX reserves the right to recalculate the amount of the Deposit on a quarterly basis to make the Deposit amount equal to twice the average invoice amount for 3 (three) preceding reporting periods, but in no case shall it be less than the previous amount of the Deposit.

4.2. Subject to payment, performance and discharge in full of all of the Client's obligations and no default existing under the Agreement, MTX shall, within 5 (five) business days after the termination date of the Agreement, or on any other date agreed between the parties in writing, to pay to the Client an amount equals to the remaining Deposit that has not been applied by MTX pursuant to clause 4.4.

4.3. The Client agrees that, without prejudice to other obligations of MTX under the Agreement, the Deposit shall irrecoverably and unconditionally be the property of MTX, and MTX shall be entitled to commingle the Deposit with MTX' general or other funds, and MTX will not hold any such funds as agent or on trust for the Client or in any similar fiduciary capacity.

4.4. MTX may, without notice to the Client, use, apply or retain all or part of the Deposit in or towards the payment or discharge of any matured obligation owed by the Client under the Agreement.

4.5. If MTX exercises its rights under clause 4.4, the Client shall, upon demand in writing from MTX, within 5 (five) business days restore the Deposit to the level at which it stood immediately prior to such exercise.

4.6. The Parties may agree in writing to substitute the Deposit option with a prepayment of the Services.

5. RIGHTS AND OBLIGATIONS.

5.1. The parties' customer care responsibilities are stated in Schedule 2.

5.2. Notwithstanding anything in the Agreement to the contrary, MTX may without liability and subject to 2 (two) weeks'-notice to the extent possible in the given circumstances suspend or terminate any and all of its Services offered to the Client in circumstances where it would suspend or terminate similar services to other MTX customers, including, but not limited to:

- (i) The Client or end-user causing any technical or other problem on any Mobile Network; or
- (ii) Maintenance or enhancement of Mobile Network or MTX' Network;
- (iii) The Client fails to provide MTX with certain identification data required pursuant to clause 5.7;
- (iv) With respect to a particular Client's end-user, if such end-user is registered (meaning authenticated and accepted onto a network) and using the Services in a single Mobile Network situated within the Service Area for more than 90 (ninety) cumulative days per 4 (four) consecutive months' period.

5.3. Upon notice and with immediate effect, MTX may suspend any Client's or any of its end-user's right to access or use all or any portion of Services if:

- (i) Such use of Services:
 - (a) poses a security risk to Services, Mobile Networks or any third party;
 - (b) could adversely affect Services, Mobile Networks or MTX' systems;
 - (c) could subject MTX or any third party to liability of whatever nature;

- (d) incurs transmission of M2M/IOT traffic not specifically agreed between the parties in writing;
- (ii) The Client or any of its end-users are in breach of the Agreement.

5.4. Upon the Client's request MTX will support the Client, as the case may be, in fulfilling its legal obligations under the law applicable to MTX with respect to lawful interception. Any and all reasonable costs in connection with such support from MTX shall be for the Client's account.

5.5. The Client shall:

- (i) Immediately notify MTX about lost or stolen SIM Card and/or lost or stolen end-user device with eSIM so MTX could block respective SIM Card or eSIM;
- (ii) Not use or knowingly permit the use of Services:
 - (a) For any illegal, immoral, indecent or unlawful purpose;
 - (b) In a way that may infringe any intellectual property rights whatsoever; or
 - (c) In a manner that may be in breach of any obligation of confidence, privacy or any other rights;
 - (d) For M2M/IOT traffic if such has not been specifically agreed between the parties in writing;
- (iii) Ensure that its arrangements with its end-users contain equivalent restrictions to those set out in clauses 5.5(i), 5.5(ii), 5.5(v), and include restrictions that enable MTX to exercise its rights under clauses 5.2 and 5.3;
- (iv) Take all necessary steps to enforce contractual restrictions against its end-users equivalent to those set out in clauses 5.5(i), 5.5(ii), 5.5(v) (including by suspending or terminating an infringing end-user's access to the Services);
- (v) Not, and shall not permit any third party or its end-user to, do anything that is likely to interfere with MTX' Network;
- (vi) Not connect, or knowingly permit any third party to connect, any device other than the Client's equipment to MTX' Network;
- (vii) Comply with the terms of the Agreement and all applicable laws (including local permanent access situation restrictions);
- (viii) Be responsible for all activities that occur under the Client's account, whether or not the cause of such activities was initiated or authorized by the Client.

5.6. The Parties shall co-operate in good faith regarding the procedures concerning fraudulent and/or unauthorized use.

The Client shall be responsible for all fraud prevention procedures and costs unless the Parties agree otherwise in writing. The Client agrees to indemnify and hold MTX and its service providers harmless from and against all liabilities and all losses incurred by MTX or its service providers in connection with claims (including without limitation, all losses, claims, charges, demands and damages) resulting from the acts or omissions from the Client, the Client's officers, agents, employees, subcontractors or end-users in connection with non-compliance of the provisions of this clause 5.6 and clause 5.5.

5.7. Subject to provisions of article 7, upon request of MTX the Client shall provide MTX with certain identification data (**ID Data**) about itself as a subscriber of Services (including, without limitation: name; legal address; address for communications; email; contact phone number; registration number; tax registration documents; bank account details; constitutional and registration documents; confirmation of signatory's authority or a chain of authorizations (if applicable); other documents and information that may be reasonably required by MTX and/or under applicable laws and/or requested by regulatory authorities; the same information and documents with respect to Client's beneficiaries.) and about its end-users (including, without limitation: name; address; email; contact phone number; personal identification documents (if applicable); bank account details; other documents and information that may be reasonably required by MTX and/or under applicable laws and/or requested by relevant regulatory authorities).

6. LIMITATION OF LIABILITY.

6.1. Without prejudice to the provisions of article 9, neither Party shall be liable for any indirect or consequential damage arising out of or related to the Agreement (whether based on

contract or otherwise) including, but not limited to: loss of profits; losses incurred by either party's clients or other third parties; losses arising from business interruption; loss of business; loss of revenue; loss of goodwill; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, howsoever caused and whether or not foreseeable.

6.2. Except as expressly stated in the Agreement, all warranties, conditions and other terms that may be implied by applicable law are, to the fullest extent permitted by law, excluded from the Agreement.

6.3. A party's total liability in aggregate (whether in contract, tort or otherwise) for any and all claims relating to or arising under the Agreement, shall be limited to the total fees (excluding all taxes) paid by the Client to MTX during one calendar year prior to the date on which a respective claim arose.

6.4. Neither party shall be liable under any circumstances for any failure to meet its obligations under the Agreement to the extent that that failure arises from any act or omission of the other party (including a failure of that other party to meet any of its obligations arising under the Agreement).

6.5. Notwithstanding anything provided in this article 6, the Client shall be liable for all direct and documentary evidenced costs (including reasonable legal fees) incurred by MTX in case of M2M/IOT traffic generated by the Client in breach of the provisions of this Agreement.

7. DATA PRIVACY.

7.1. Subject to and in accordance with data privacy laws applicable to MTX, MTX and Client acknowledge and agree that:

- (i) Each party is a data controller with respect to processing of Personal Data it carries under the Agreement;
- (ii) The parties are not jointly liable with regard to Personal Data processing;
- (iii) Neither party is a data processor vis-à-vis the other;
- (iv) Personal Data processing under the Agreement is performed exclusively for the purposes of rendering the electronic communications services, including: billing, SIM shipping, fraud prevention, implementation and maintenance of MTX' Network safety measures, contract management, compliance with applicable laws (including lawful interception), associated disputes and other similar auxiliary processing for the purposes of conveyance of communications (**Purpose of Processing**);
- (v) Any processing that is beyond the scope of Purpose of Processing shall be made solely upon prior written consent of the data subjects;
- (vi) MTX has no responsibility for the content of the transmitted communications;
- (vii) MTX may process Personal Data through its subcontractors, including those based outside of the EU;
- (viii) MTX stores all data on its servers located within the EU;
- (ix) For the purposes of performance of the Agreement the Client shall duly inform its end-users about Personal Data processing provisions stated herein and shall obtain a free, specific, informed and unambiguous consent from each of its end-users to supply their Personal Data to MTX and to processing it under the Agreement;
- (x) Client or any of its end-users may at any time withdraw their consent for processing of their respective ID Data given under this clause 7.1;
- (xi) Withdrawal of consent under clause 7.1(x) automatically (without notice and with immediate effect) terminates the provision of Services to a respective person.

7.2. The Client shall ensure that all information relating to its end-users generated pursuant to the Agreement that can be related or identified to an end-user individually or to end-users in the aggregate, except for network as described in clause 7.3, is accurate and up to date when disclosed to MTX.

7.3. MTX shall retain legal ownership of the Metadata that is created and used by MTX for the purposes of operating MTX' Network or, if applicable, by MTX or an international network operator where required for the purposes of international

network, and the Client shall never at any time have any title to the said network data.

7.4. In case of performance of Client's payment obligations hereunder by means of a credit card the Client hereby acknowledges and agrees as follows:

- (i) MTX does not retain full credit card data used by the Client, such as: full credit card number, CVV code; credit card validity period; name on the credit card, etc. (**Credit Card Data**);
- (ii) For the Purpose of Processing MTX solely retains the obfuscated Credit Card Data limited to: card holder's name and bank identification number (first six and last four digits in the credit card's number);
- (iii) All Credit Card Data is processed by third party payment services providers (**PSP**) that may or may not be based within the EU. Such processing includes collecting the Credit Card Data necessary to effect payment and subsequent effect of respective payment;
- (iv) Each PSP is bound by data protection obligations similar to those stated in this GTC and at all times in accordance with applicable data privacy laws;
- (v) Retaining the Credit Card Data for the purpose of facilitating further payments falls beyond the Purpose of Processing and is subject to a specific consent of the Client given on the Sign-Up Tool. Client may withdraw such consent at any time by written notice to MTX. For the avoidance of doubt, withdrawal of consent stated in this clause 7.4(v) relates to payment method only and does not affect the provision of Services.

8. INTELLECTUAL PROPERTY.

8.1. All intellectual property and title to Services (save to the extent these incorporate any item owned by the Client or a third party) shall remain with MTX and/or its licensors and subcontractors and no interest or ownership in Services or otherwise is transferred or assigned to the Client under the Agreement. No right to modify, adapt or translate the Services or create derivative works from the Services is granted to the Client. Nothing in the Agreement shall be construed to mean, by inference or otherwise, that the Client has any right to obtain any source code for the software comprised within the Services. For the purposes of this clause 8.1 the intellectual property contained in the Services shall include the intellectual property contained in the SIM Cards.

8.2. Neither party has the right to use the other party's, or another entity in the other party's group, names, logos, trademarks or other significant marks, or may claim or imply that the party's operations are conducted in common, or any other form of cooperation, with the other party, unless agreed in writing between the parties.

8.3. Without prejudice to its other rights under the Agreement or otherwise, MTX is entitled to terminate the Agreement immediately if the Client uses, registers or attempts to register a mark that, in the reasonable opinion of MTX, is the same or substantially similar to any of MTX marks without express prior written consent of MTX.

9. CONFIDENTIALITY.

9.1. The Parties agree that all aspects of the contents of the Agreement as well as any information exchanged between them with respect to the Agreement, including all commercial information exchanged prior to Commercial Launch Date ("**Confidential Information**") shall be treated as confidential and that neither party may disclose such information in any manner whatsoever, in whole or in part except as provided in this article 9. A receiving party shall not use any Confidential Information of the disclosing party other than as necessary to fulfill its obligations under the Agreement.

9.2. Without written consent of disclosing party the receiving party may disclose the Confidential Information to its directors, employees, professional financial and legal advisors and auditors, provided such persons are bound by similar confidentiality obligations contained herein.

9.3. Confidential Information may be disclosed to judicial or regulatory authorities upon lawful request, provided the receiving party notifies the other party prior to or immediately after such disclosure.

9.4. For the purposes of the Agreement, information and the contents of the Agreement shall not be considered confidential if such information or content is:

- (i) In or passed into the public domain other than by breach of this article 9; or
- (ii) Lawfully known to a receiving party prior to the disclosure by a disclosing party; or
- (iii) Disclosed to a receiving party without restriction by a third party having the full right to disclose;
- (iv) Independently and lawfully developed by a receiving party without use of such Confidential Information.

9.5. All inventions, derivative works, improvements, reverse engineering or design contributions conceived of by the receiving party relating to the Confidential Information of the disclosing party and all rights therein, including all intellectual property rights, shall at all times be the sole property of the disclosing party, all of which the receiving party hereby irrevocably assigns to the disclosing party.

9.6. Without prejudice to any other rights or remedies which either party may have, each party acknowledges and agrees that damages would not be an adequate remedy for any breach by either party of the provisions of this article 9. Each party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any provision of this article 9 by the other party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either party of its rights under this article 9.

9.7. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this article 9 are granted to the other party, or to be implied from the Agreement.

9.8. The provisions of this article 9 shall survive the termination of the Agreement for a period of 5 (five) years.

9.9. For the purposes of the Agreement, ID Data shall constitute a Confidential Information.

9.10. For the purposes of this article 9 the term "disclosing party" means a party to the Agreement that discloses its Confidential Information to the other party and the term "receiving party" means a party to the Agreement to whom the Confidential Information is disclosed.

10. FORSCÉ MAJEURE.

10.1. Neither party shall be liable to the other for delay in any performance or for failure to render any performance of its obligations under the Agreement when such delay or failure is caused, in whole or in part, by force majeure event.

10.2. Accepted as force majeure shall be the following causes: acts of God; war (whether declared or not); armed hostilities; riots or civil commotion; fires; explosions; floods; peril of the sea; earthquakes; governmental acts or failures affecting the purpose of the Agreement; strikes, lockout, labor troubles causing cessation or other labor disturbance not under the affected party's direct control; or any other cause or peril, whether of the same or of another nature, to the extent it is beyond the affected party's reasonable control and not occasioned by the affected party's fault or negligence.

10.3. The party suffering from a force majeure situation shall promptly notify the other party in writing as and when force majeure arises or threatens to arise, the reason therefore, as well to which extent and - if possible - the expected period of force majeure event and its consequences. Furthermore, such party shall use its best efforts to mitigate the effects thereof.

10.4. Performance of the parties' obligations shall be postponed for a period until the end of force majeure event or its

consequences or for any other period as may be agreed upon between the parties to be reasonable under the circumstances.

11. TERM AND TERMINATION.

11.1. Without prejudice to the provisions of clause 9.1, the Agreement is effective from the date of completion by the Client of its Sign-up Tool and shall be valid for an unlimited period unless terminated by either party upon 30 (thirty) days prior written notice to the other.

11.2. Either party may terminate the Agreement with immediate effect upon written notice to the other should one of the following occur:

- (i) the other party materially breaches any provision of the Agreement, except for payment obligations provided the outstanding period is no longer than 30 (thirty) days;
- (ii) the other party shall suspend or discontinue its business, or shall make an assignment for the benefit of creditors, or shall become insolvent or be unable in general to pay its debts when due, or a receiver, liquidator, custodian or trustee shall be appointed for it;
- (iii) the other party attempts to assign any rights or obligations hereunder without the prior written consent of the other party; or
- (iv) force majeure event or its consequences last longer than 90 (ninety) days;
- (v) the suspension of Services pursuant to clause 5.2 and/or clause 5.3 continues for more than 90 (ninety) days.

11.3. Upon termination of the Agreement:

- (i) All payments due and payable shall be paid not later than 10 (ten) business days from the date of termination.
- (ii) Subject to mandatory provisions of applicable laws to retain certain information, any and all Confidential Information shall be returned or destroyed upon agreement between the parties.

12. GOVERNING LAW.

12.1. The construction, interpretation, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the substantive laws of the Grand Duchy of Luxembourg, without regard to their conflict of laws principles.

12.2. The Parties hereby agree to exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

13. DISPUTE RESOLUTION.

13.1. Any dispute, controversy or claim (including third party claims) arising out of or in connection with the Agreement (including, without limitation, any dispute regarding the existence, scope, validity or termination of the Agreement or the consequences of its nullity) shall be referred to and exclusively resolved by arbitration administered by the Arbitration Centre of the Luxembourg Chamber of Commerce (**ACLCC**) pursuant to the Rules of Arbitration of the ACLCC (**ACLCC Rules**), in force when the notice of arbitration is submitted, which Rules are hereby deemed to be incorporated by reference into this article 13.

13.2. The arbitral tribunal shall consist of one arbitrator appointed in accordance with the ACLCC Rules and the appointing authority shall be the ACLCC. The hearing may take place in person, or virtually by conference call, videoconference or using other communications technology (or in a combined form) with participants in one or more geographical places. The actual (or presumed, if made virtually) seat of arbitration shall be Luxembourg, the Grand Duchy of Luxembourg, and the language of the arbitration shall be English.

13.3. The parties expressly exclude the jurisdiction of other courts and acknowledge that the arbitrator's award shall be final and binding. The parties agree that a final decision obtained in respect of any action or claim referred to in this article 13 shall be conclusive and may be enforced in other jurisdictions as provided by applicable law. The prevailing party shall be entitled to recover reasonable attorneys' fees.

13.4. The arbitration agreement stated in this article 13 shall be governed by the laws of the Grand Duchy of Luxembourg.

14. MISCELLANEOUS.

14.1. Any notice or communication required to be given or performed pursuant to this Agreement shall be in writing and shall be deemed to be given if sent either by e-mail with a confirmation of delivery or by courier mail to MTX at General Postal Address indicated in Schedule 5, to Client at the address stated in the Sign-up Tool.

14.2. For the avoidance of doubt, a copy of any financial documentation (such as invoices) sent by e-mail shall be deemed as an original. Original documents may be provided by courier post upon request and at the expense of the Client.

14.3. In case any provision of the Agreement becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.4. MTX Connect reserves the right at its sole discretion to update, change or otherwise modify the GTC on a going-forward basis at any time upon prior written notice to the Client. Each such modification or update will be effective as from the date indicated in a respective notice. By continuing to use the Services after the date specified in the notice, the Client agrees to accept and to be bound by the updated GTC. Otherwise, the Client's sole and exclusive remedy is to terminate the Agreement pursuant to clause 11.1.

14.5. Neither party shall assign its rights nor delegate the performance of its obligations under the Agreement, including any claims arising out of or in connection with the Agreement, without prior written consent of the other party.

14.6. The Agreement is binding on and shall apply for the benefit of the parties' personal representatives, successors in title and permitted assignees.

14.7. No waiver by one party of any default under the Agreement by the other party shall be deemed a waiver of any prior or subsequent default by this other party hereunder.

14.8. The Client is an independent contractor and not an employee, agent, joint venture or partner of MTX nor is the Client authorized to incur any obligations or make any representations on behalf of MTX except those provided herein.

SCHEDULE 1 ELECTRONIC COMMUNICATIONS SERVICES

1. Scope.

1.1. The Services consist of provision by MTX of mobile broadband access electronic communications services (internet access and/or voice and/or SMS, each time subject to particular Sign-Up Tool and/or Special Terms provisions) within the Service Area. Unless otherwise agreed between the parties in writing, M2M/IOT traffic is excluded from the Services.

1.2. The Client will use the Services to provide respective access services to its end-users.

1.3. The Client manages its own end-users.

2. General obligations.

2.1. The end-user shall be registered in the Client's database(s).

2.2. The Client shall at all times be responsible for procedures necessary to prevent fraudulent or unauthorized use of the Services.

3. Implementation

The Client shall use SIM Cards/eSIMs provided by MTX. The Client shall keep all data related to SIM Cards/eSIMs as Confidential Information and not disclose any of this data to any person, save as permitted by MTX in writing.

4. MTX Business management portal.

MTX will offer the Client an access via Portal to perform regular service and end-user management routine related to the Services. MTX Connect Business management portal functionality consists of pre-defined reports and also includes options for the Client to manage SIM Cards allocated by MTX.

**SCHEDULE 2
CUSTOMER CARE PRINCIPLES**

1. General

MTX will provide customer care services to the Client. Client will ensure that its end-users will contact the Client for any customer care services. For avoidance of doubt, MTX will not provide any customer care services to the Client's end-users.

2. Billing enquiries

The Client customer care shall handle all billing enquiries from the Client's end-users.

3. Network faults

3.1. In the event of a perceived Mobile Network fault while using the Services in the Service Area, the end-users shall contact Client's customer care services.

3.2. In the event that the customer care service of one party has a query concerning potential Service faults, this party should contact the other party's technical point as defined in Schedule 5.

4. Second level escalation point

MTX shall provide a second level escalation point for technical enquiries of the Client second line support as defined in Schedule 5.

**SCHEDULE 3
SERVICE LEVEL PROVISIONS**

1. Level of Performance

1.1 The quality of Services experienced by the Client shall not differ substantially from the quality of similar mobile broadband electronic communications access services that MTX provides to its own subscribers (no discrimination).

1.2 The level of performance for Services is dependent, among other things, on the performance of other network operators.

2. Service Level Guarantees

2.1. The following control parameters for the service level quality are defined:

2.1.1. Service Availability

MTX guarantees the Service availability within 99,0% of time in the calendar month as a mean value over 12 months period of measurements.

Availability of Service is calculated based on total amount of minutes when the Service was available during one calendar month. Unavailability of Service means no possibility for the Client to receive the Service due to MTX equipment or Mobile Network malfunction. Unavailability does not include the following events:

- Service unavailability caused by planned and unplanned works on MTX' Network (MTX shall give the Client a preliminary notice for planned works and an immediate notice followed by the fact of unplanned works)
- Service unavailability caused by the Client's equipment malfunction
- Service unavailability caused by lack of Mobile Network coverage
- Force majeure

2.1.2. Mean time to repair

MTX guarantees that mean time to repair measured as the interval between the time when Client submitted the ticket in the MTX Technical Customer Service and the time when the Service availability has been resumed is 24 hours as a mean value within one calendar month.

2.2. All control parameters for the service level quality measurements are performed in particular geographical locations approved by MTX and according to the technical procedures approved by MTX.

**SCHEDULE 4
TECHNICAL SUPPORT**

1. MTX incident management

1.1 MTX has an incident management function that handles incident requests from Client. Both normal trouble ticket handling and priority 1 and 2 incidents are handled by technical customer service workdays between 08:00 and 18:00 CET.

1.2 In the ordinary service hours Monday-Friday from 08:00 to 18:00 CET all fault reporting shall be communicated to MTX via trouble ticketing system (<https://support.mtxc.eu/>).

1.3 Faults reported in any other way will be responded to in best effort. Priority 1 and 2 incidents shall additionally be reported by telephone to MTX to ensure immediate attention.

1.4 Outside ordinary opening hours of Technical Support, including EEA and Luxembourgish public holidays, priority 1 incidents shall additionally be reported by telephone to ensure immediate attention.

1.5 The Service Desk of MTX is open for incident reporting 24 hours a day, 7 days a week all year round. The procedures for incident handling is followed as indicated below:

Severity category	Incident management service
Priority 1	24 hours a day, 7 days a week, all year around.
Priority 2	Working hours on normal working days, excluding weekends and EEA and Luxembourgish national holidays

2. Incident management service goals

2.1. Incidents reported to MTX shall be prioritized in accordance with the severity level classifications in clauses 2.2 and 2.3 below. At the time an incident is reported, Client and MTX shall mutually agree on the appropriate severity classification of the incident. Response time is calculated from registration time of trouble ticket in trouble ticketing system. Indicated in clauses 2.2 and 2-3 response time and time of repair can only be upheld by MTX if the problem is caused by the equipment under MTXs control. Should the fault be caused by a fault in the Mobile Network where the end-user is located any such time frames are decided by respective Mobile Network operator and cannot be guaranteed by MTX.

2.2. Priority 1 incident means critical service interruption. In this case, response time is immediate (less than 1 hour). For Priority 1 incidents, if the fault is discovered between 08.00 – 16.00 CET, the objective time to eliminate the fault is 2 hours. Otherwise, the fault is fixed with best effort and the target is to eliminate the fault during 6 hours. If fault elimination requires equipment manufacturers emergency help service, the elimination time shall be according to respective service agreement.

2.3. Priority 2 incident means other incident without major impact of Service. In this case, response time is 16 working hours from notification. 50% of the Priority 2 incidents shall be resolved by MTX within 2 working days.

3. Tools available for Client

MTX provides Client access to a trouble ticket system to be used for incident reporting in MTX' Network.

SCHEDULE 5
LIST OF MTX CONTACTS

General Postal Address:

MTX Connect S.a r.l.
37, Grand rue
L-4393, Pontpierre
Grand Duchy of Luxembourg

General technical inquires:

support@mtxc.eu
+352 20 210072
<https://support.mtxc.eu/>

Fraud Prevention

+352 20 301062
tadig@mtxc.eu

General billing inquires:

+352 20 301062
billing@mtxc.eu

Invoices and settlements:

+352 20 301062
settlement@mtxc.eu