Service Access and Use Terms of u-blox AG (together "Service Terms")

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 14 (LIMITATION OF LIABILITY).

PLEASE NOTE THAT U-BLOX PRODUCTS AND SERVICES ARE NOT INTENDED FOR INDIVIDUAL CONSUMER USE. BY AGREEING TO THESE TERMS THE CUSTOMER REPRESENTS AND WARRANTS THAT IT IS ACTING FOR PURPOSES RELATING ONLY TO THE CUSTOMER'S TRADE, BUSINESS, CRAFT OR PROFESSION ("B2B CUSTOMER").

1. Definitions and interpretation

The following definitions and rules of interpretation apply in these Service Terms. The definitions not listed under clause 1.1 are defined in the context of the relevant passage.

1.1 Definitions:

Active	means, in respect of any Connectivity Hardware, that such Connectivity Hardware has been activated in the Platform and is capable of processing or transmitting data (and the term **Activated** or **Activation** shall be construed accordingly); a Connectivity Hardware must be Active in order for it to be used in connection with the relevant Services; as a general rule they will be Inactive on Delivery and must be Activated by the Customer prior to use;
Apache License	the Apache License (version 2.0) a copy of which is available at http://www.apache.org/licenses/LICENSE-2.0;
Bundled (Connectivity)	means, in respect of any Connectivity Services, that such Services are provided with Connectivity Hardware purchased by the Customer under these Service Terms at no additional cost;
Business Day	a day other than a Saturday, Sunday or public holiday in Switzerland;
Connectivity Services	cellular network Services that allow hardware devices containing a u-blox SIM to communicate with the Platform as described in the relevant Service Description;
Connectivity Hardware	any u-blox SIM, hardware device containing a u-blox SIM, or any other hardware provided by u-blox that is restricted to be used with the relevant Connectivity Services and managed via the Platform;
Coverage Area	the territories in which Connectivity Services are available, as published from time to time on the Website;
Customer	the business entity which receives and/or purchases Connectivity Hardware and/or Services from u-blox;
Data Protection Legislation	the General Data Protection Regulation ("**GDPR**") (Regulation (EU) 2016/679) and any applicable laws in the jurisdictions relevant to the Customer relating to the protection of personal data, and terms relating to data protection shall, unless the context otherwise requires, have the meanings given to them in the GDPR;
Fees	the fees for Services set out in the applicable Order (or otherwise as published from time to time on the Website) or, if in paper form, as set out in a written quotation by u-blox;
Inactive	means, in respect of any Connectivity Hardware, that such Connectivity Hardware is not Active (and the term **Deactivated** shall be construed accordingly);
Intellectual Property Rights or IPRs	patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such

	rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Licensed Purpose (for Connectivity Services)	the use of any Connectivity Hardware and/or Connectivity Services provided by u-blox pursuant to these Service Terms solely for the development of internet-of-things products and solutions via the Platform, by combining such Connectivity Hardware and Services with the Customer's own technology to produce such products and solutions, including creating derivative works based on the SDK and any such Connectivity Hardware and Services;
Messages	messages sent via the MQTT-SN protocol to or from an Active u-blox SIM;
Object Code	machine-readable, executable binary or machine code (being the output of a compiler after it processes Source Code);
Personal Data	personal data (as defined in the GDPR) processed by u-blox on behalf of the Customer under the Contract;
Platform	the cloud-based platform provided by u-blox pursuant to these Service Terms enabling the Customer to purchase and manage the Platform Services and the Connectivity Hardware;
Platform Services	all Services provided by u-blox via the Platform, including Connectivity Services;
Protected Source Code	any Source Code file provided by u-blox and marked as "Protected Source Code" in a comment in the header of the file (or otherwise clearly marked as such);
SDK	the u-blox software development kit;
Services	has the meaning of Platform Services;
Service Description	the description or specification for the Services provided by u-blox to the Customer via the Platform (or otherwise as published on the Website);
SIM	a subscriber identity module, which is a smart card that gives a cellular mobile device its network identity and security credentials;
Source Code	non-compiled software source code in the programming language in which it was written;
u-blox	u-blox AG, a company registered in Switzerland, whose registered office is at Zürcherstrasse 68, 8800 Thalwil, Switzerland;
u-blox SIM	a SIM provided by u-blox to the Customer;
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere;
Warranty Period	means (a) for a u-blox SIM, the period for which Connectivity Services are provided (and paid for by the Customer in accordance with these Service Terms) in respect of that u-blox SIM; and (b) for any other Connectivity Hardware, the period of twelve (12) months following Delivery; and
Website	the u-blox website located at portal.thingstream.io

1.2 Interpretations:

- A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- A reference to a **party** includes its personal representatives, successors and permitted assigns.
- A reference to a **statute or statutory provision** is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- A reference to **writing** or **written** includes email and, in respect of a written notice or communication given by u-blox, electronic communication via the Platform.

2. These Service Terms

2.1 Scope and application. These Service Terms are the terms and conditions on which u-blox AG ("**u-blox**") provides Services and Connectivity Hardware to the Customer. These Service Terms are brought to your attention and must be accepted on our Website and/or the Platform or through a direct communication channel, such as email notifications. These Service Terms constitute an agreement between u-blox and

Customer. They take effect when you either (a) click an "I Accept" button (or similar) or a check box referring to these Service Terms or (b) by manually signing them off, or (c) when you access or use any of the Services, whichever is the earliest ("**Effective Date**"), and they end in accordance with the terms for termination as set out further below, Termination). You represent to us that you are lawfully able to enter into these Service Terms. Only business customers ("**B2B Customers**") are able to register for an Account. Therefore, you are entering into the Service Terms on behalf of the company you work for and you represent to us that you have legal authority to bind that entity.

2.2 **Exclusion of Customer terms.** These Service Terms are u-blox's condition of acceptance to enter into an agreement with the Customer and they apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, except where u-blox enters into a separate, written agreement with the Customer, signed by both parties, in which case such agreement shall prevail over these Service Terms.

3. Account and access to Services

3.1 **Account.** By registering an account on the Website or through any other available means ("**Account**") and by agreeing to these Service Terms, the Customer enters into a binding contract with u-blox commencing on the date that the Account is registered and continuing until termination in accordance with clause 14. (Termination).

3.2 **Access.** In consideration of the Customer agreeing to these Service Terms, u-blox shall provide to the Customer, free of charge, access to the Website, Platform and SDK and the facility to purchase additional Connectivity Hardware and the Platform Services.

4. Orders

4.1 **Order.** The Customer may purchase Connectivity Hardware and Services by submitting an order via the Platform or otherwise by contacting u-blox and placing a written purchase order based on a written quotation issued by u-blox ("**Order**").

4.2 **Addition of Services.** Some Services may be purchased only via the user interfaces provided within the Platform. For the avoidance of doubt, this constitutes a valid Order for the purposes of these Service Terms, and such Orders shall be deemed accepted once confirmation is given to the Customer via the Platform of the successful addition of such Services.

4.3 **Offer to purchase Services.** An Order constitutes an offer by the Customer to purchase the ordered Connectivity Hardware and/or Services in accordance with these Service Terms. The Order shall only be deemed to be accepted when u-blox issues written acceptance (whether by email or by communication via the Platform, including as set out in clause 3.2) of the Order at which point and on which date a contract shall come into existence between u-blox and the Customer ("**Contract**").

5. Connectivity Hardware

5.1 The **Connectivity Hardware** is as described on the Website and/or Platform, or otherwise as notified by u-blox to the Customer in writing.

5.2 **Requirement to purchase Connectivity Services.** Any purchase by the Customer of a u-blox SIM (including any Connectivity Hardware containing a u-blox SIM) is subject to a requirement that the Customer also purchases Connectivity Services in respect of each u-blox SIM purchased (whether or not such Connectivity Services are expressly set out in the relevant Order).

5.3 **Certification and other legal requirements.** The use of u-blox SIMs and other Connectivity Hardware may be subject to legal requirements (including the requirement for electromagnetic compatibility certification under the laws of the United States, the European Union (EU) and/or any EU member states). Any such legal requirements are the Customer's sole responsibility and u-blox shall have no liability whatsoever in respect of the Customer's failure to comply with such legal requirements.

5.4 **Restrictions on use.** The Customer shall comply with all reasonable instructions regarding the use of Connectivity Hardware notified by u-blox to the Customer from time to time (including in respect of any atmospheric or technical limitations or requirements). Outside the Coverage Area, the Customer shall not use or exploit (or promote the usage of) Connectivity Hardware for any purpose.

5.5 **Activation.** All Connectivity Hardware must be Active in order for it to be used in connection with the Connectivity Services or otherwise managed through the Platform. All Connectivity Hardware shall be Inactive on Delivery and must be Activated by the Customer prior to use. Any Bundled Connectivity Services shall commence on the dispatch of the relevant Connectivity Hardware notwithstanding the Inactive status

of such Connectivity Hardware (but, for the avoidance of doubt, Connectivity Services which are not Bundled shall commence only on the Activation of the relevant Connectivity Hardware by the Customer).

5.6 **SIM Updates.** u-blox reserves the right to remotely update any u-blox SIM. u-blox shall use reasonable endeavors to notify the Customer in advance of any such update, but the Customer agrees and acknowledges that u-blox may undertake such updates without notice where it deems reasonable necessary. The Customer hereby consents to any such update being undertaken where applicable law in any jurisdiction requires the Customer's consent to such updates.

5.7 **Delivery.**

5.7.1 u-blox shall deliver the Connectivity Hardware ("**Delivery**") to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**"). The Delivery Location must be within the Coverage Area.

5.7.2 Subject to clause 5.7.5, Delivery of the Connectivity Hardware shall be deemed completed on the completion of unloading of the Connectivity Hardware at the Delivery Location.

5.7.3 Any dates quoted for Delivery of the Connectivity Hardware are approximate only, and the time of Delivery is not of the essence. u-blox shall not be liable for any delay in Delivery of the Connectivity Hardware (including where such delay is caused by a Force Majeure Event (s. 15.4) or the Customer's failure to provide u-blox with adequate Delivery instructions or any other instructions that are relevant to the supply of the Connectivity Hardware).

5.7.4 If u-blox fails to Deliver the Connectivity Hardware, the Customer's sole and exclusive remedy shall be for u-blox to either rearrange Delivery on such date as may be agreed between the parties (where possible, subject to availability of the Connectivity Hardware) or to refund the price of the Connectivity Hardware in full. u-blox shall have no liability for any failure to deliver the Connectivity Hardware to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide u-blox with adequate delivery instructions for the Connectivity Hardware or any relevant instruction related to the supply of the Connectivity Hardware.

5.7.5 If the Customer fails to accept Delivery of the Connectivity Hardware, Delivery of the Connectivity Hardware shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Connectivity Hardware was dispatched and u-blox shall store the Connectivity Hardware until Delivery takes place and charge the Customer for all related costs and expenses (including insurance).

5.8 **Warranties for Connectivity Hardware.**

5.8.1 u-blox warrants that, on Delivery and during the Warranty Period, the Connectivity Hardware shall be free from material defects in material and workmanship.

5.8.2 Under the warranty, u-blox undertakes, at its sole discretion, to repair or replace the defective Connectivity Hardware or to reimburse its purchase price.

5.8.3 It is the Customer's responsibility to arrange and pay the return shipment of the defective Connectivity Hardware to u-blox. Return shipment will only be accepted if such shipment is in accordance with the conditions of u-blox's Return Material Authorization (RMA) Request form. Repaired or replaced Connectivity Hardware will be warranted hereunder only for the remaining portion of the original Warranty Period.

5.8.4 Any guarantee or additional warranty, implied warranty (merchantability or fitness for a particular purpose) or any return due to reasons other than the above-mentioned is expressly excluded. The Customer shall bear the associated costs of replacement of any defective Connectivity Hardware (i.e. removing, transporting and reinstalling).

5.8.5 Excluded from u-blox's warranty are all defects, which result from normal wear and tear or damaging external influences (e.g. electromagnetic, electrolytic, chemical, weather, air pollution), unapproved repairs, improper maintenance or storage, failure to observe the user manual and mounting instructions, excessive loading, inappropriate or insufficient testing, inappropriate material or processes, failure to implement or to enable the implementation of updates or upgrades of firmware or software (through firmware over the air or otherwise) as recommended by u-blox. Before mass-production, Customer shall perform tests as necessary to assure that the Connectivity Hardware is fit for the purpose intended by the Customer.

5.8.6 The warranty terminates upon the Customer's breach of any obligation under these Service Terms. A warranty claim must be made within three (3) days after discovery of the defect by Customer, otherwise u-blox's warranty coverage shall not apply.

5.8.7 In respect of Connectivity Hardware which conforms to the warranties in this clause, u-blox may, at its sole discretion, accept returns of such Connectivity Hardware, provided that the Connectivity Hardware has not been Activated and: (i) the Customer notifies u-blox of its intention to return the Connectivity Hardware within thirty (30) days of Delivery (and u-blox notifies the Customer that it shall accept the returned Connectivity Hardware); and (ii) the Customer returns the Connectivity Hardware in saleable condition at

its own cost, within fourteen (14) days of receiving afore-mentioned notice from u-blox that the returned Connectivity Hardware will be accepted; and Where u-blox accepts such returns, it shall refund the price of such Connectivity Hardware within thirty (30) days of receipt of the returned Connectivity Hardware (excluding all delivery and return costs).

5.9 **Title and risk.** The risk in the Connectivity Hardware shall pass to the Customer on Delivery. Title to the Connectivity Hardware shall pass to the Customer on the later of (a) Delivery of the Connectivity Hardware and (b) u-blox receiving payment in full (in cash or cleared funds) for the Connectivity Hardware. Until title to the Connectivity Hardware has passed to the Customer, the Customer shall maintain the Connectivity Hardware in satisfactory condition and shall not remove, deface or obscure any identifying mark or packaging on or relating to the Connectivity Hardware.

6. Connectivity Services

6.1 **Term.** The provision of Connectivity Services in respect of any particular Connectivity Hardware shall commence on the date of the initial Activation of that Connectivity Hardware in accordance with clause 5.5 above (the "**Relevant Commencement Date**"). All Connectivity Services provided by u-blox to the Customer (for all Active Connectivity Hardware, under any Contract) shall continue until terminated in accordance with the terms as stated under clause 14. (Termination).

6.2 **Restrictions on use.** Customer may not use nor permit any other application, device, or client platform other than the Connectivity Hardware to use or access the Services via the Platform without u-blox's prior written consent, such consent u-blox may withhold in its sole discretion.

6.3 **Message Blocks.** The Fees for Connectivity Services shall include a specified number of Messages as set out in the Order and/or Service Description (a "**Message Block**"). The Customer is responsible for monitoring its Message usage via the Platform and agrees and acknowledges that, where its usage exceeds the Message Block, u-blox shall charge the Customer for a further Message Block (for the avoidance of doubt, charges for such excess usage shall not be pro-rated where the excess usage is less than a full Message Block). Customer acknowledges that the usage of Messages may be triggered by the hardware that is used in combination with the Connectivity Services and the Connectivity Hardware (e.g. firmware over the air-update messages to the update servers). Please read the relevant hardware documentation carefully in order not to trigger unwanted Message usage. In this respect, u-blox disclaims any liability for costs or Fees triggered by any such hardware, independently from the fact whether the hardware is directly purchased from u-blox or from a third party.

6.4 **Coverage Area.** u-blox shall use reasonable endeavors to ensure that Connectivity Services are available in the Coverage Area. The Customer agrees and acknowledges that Connectivity Services are dependent upon network availability being provided by a third party network operator over which u-blox has no control, and that Connectivity Services may be temporarily unavailable, interrupted, curtailed, or otherwise limited because of transmission limitations caused by various factors, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper maintenance or improved operation of the telecommunications networks, software or equipment. u-blox assumes no liability for any degradation, reduction, interruption, termination or suspension of Connectivity Services in the Coverage Area.

6.5 **Inactive Connectivity Hardware.** Following the commencement of the provision of Connectivity Services, the expiry date of any period of Bundled Connectivity shall not be affected by any periods during which the relevant Connectivity Hardware is Inactive.

7. Services (general)

7.1 **Services availability and support, updates, upgrades, maintenance.**

7.1.1 **Availability and support.** u-blox does not assure or warrant any availability of the Platform and any API or any support level, unless expressly agreed to by u-blox in writing. You will find the relevant Service-specific terms on https://portal.thingstream.io/pricing.

7.1.2 **Updates, upgrades, maintenance.** Unless expressly otherwise agreed upon in a separate document between the parties, from time to time, we may apply updates, upgrades, patches, bug fixes or other maintenance or support to the Services ("**Maintenance**"). u-blox agrees to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.

7.2 **Disclaimer of warranty.** The Services are provided "as is". Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, u-blox and its licensors a)

make no representations or warranties or any kind, whether express, implied, statutory or otherwise regarding the Services, and b) disclaim all warranties, including any implied or express warranties i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, quiet enjoyment, ii) arising out of any course of dealing or usage of trade, iii) that the Services will be uninterrupted, error free or free of harmful components, and iv) that any content or Service will be secure or not otherwise lost or altered.

7.3 **Amendments of Service Description.** u-blox reserves the right to amend the Service Description if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services or the Connectivity Hardware, and u-blox shall notify the Customer in any such event.

7.4 **Third party services.** Services provided by u-blox may be dependent on third party services. Where any third party terms and conditions apply to the use of such third party services, u-blox shall notify the Customer of such third party terms and conditions, which shall be incorporated into these Service Terms (and the Customer agrees to comply with such third party terms and conditions).

8. Customer Obligations

8.1 **Valid Credentials.** Upon the creation of an Account on the Website, the Customer shall provide to u-blox its credentials ("**Credentials**"):
   a) a valid email address; and
   b) valid credit or debit card details (or details of such other payment methods as u-blox may accept from time to time) to enable u-blox to take payments from the Customer in accordance with these Service Terms;

and if, at any time during the provision of any Services by u-blox to the Customer, such details become invalid, the Customer shall correct or update such details or provide alternate details to ensure that they remain valid.

8.2 **Safety of data and Credentials.** The Customer shall be responsible for keeping its Credentials and its systems that may process data secure and confidential, and shall not disclose its Credentials to any unauthorized third party or permit any such third party to access the Website, Platform, SDK or any Services using its Credentials. In any event of a breach of Customer's system, Customer shall notify u-blox immediately.

8.3 **Diligent Platform use.** Customer shall at all times access and use the Platform with due care and in accordance with the Platform documentation. In particular, the Customer is responsible to use the Platform in accordance with all security requirements and recommendations stated in the Platform documentation in order to protect the Platform against unauthorized access or usage.

8.4 **No authorized access or damage to Website or Platform.** The Customer shall not access without authority, interfere with, damage or disrupt any part of the Website or Platform or any associated software, network or equipment, whether the same belongs to u-blox or any third party.

8.5 **Malware protection.** The Customer shall be responsible for its own virus and malware protection software and must not misuse the Website or Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. The Customer must not attack the Website or Platform via a denial-of-service attack or a distributed denial-of service attack.

8.6 **No third party authorization.** In these Service Terms, an obligation on the Customer not to do something includes an obligation not to permit any third party to do such thing. Customer shall be responsible for any and all acts, omissions, infringement and defaults relating to its use or its own customers' use of the Services.

8.7 **No reverse engineering.** To the extent permitted by law, Customer shall not and shall not permit any third party to translate, reverse engineer, decompile, recompile, update or modify the Connectivity Hardware, the Services, the Platform and/or any parts of it such as API(s) or any software that is part of the Delivery, be it in Object Code or Source Code form, without the prior written consent of u-blox. Except for software that is licensed under open source software terms such as the Apache License, Customer shall not combine or distribute any of the API(s) with any software that is licensed under terms that require or seek to require that any of the API(s) (or any associated Intellectual Property Rights) be provided in Source Code form (e.g., as "open source"), licensed to others to allow the creation or distribution of derivative works or distributed without charge.

8.8 **Prohibition to and restrictions on use.** Services may not be used in connection with weapons and weapon systems (e.g., systems for identifying targets or for the guidance of missiles, bombs or bullets), including for testing and simulation of such weapon systems. Services are not designed to be used in combination

with (a) automated driving assistance devices or systems in any automotive application and mechanism (except where the Products are ISO 26262 compliant as stated in the Service Description), or (b) any kind of medical life-saving or life support device or system (including any device or system that is intended for surgical implant into the human body or to support or sustain life) and the malfunction or failure of which might result in significant injury or death to the user, or (c) any nuclear facilities, or (d) any air traffic control device, application or system, or (e) any other device, application or system where it is reasonably foreseeable that failure of the Services as used in combination with such device, application or system would lead to death, bodily injury or property damage. u-blox excludes its liability for any prohibited use or a use for which the Services are not designed and intended for, and Customer shall indemnify u-blox from claims resulting from such use.

8.9 **Compliance with laws and regulations.** Customer represents, warrants and covenants to u-blox that Customer is currently in compliance, and throughout the term of the Contract shall continue to comply, with all applicable laws, regulations and local practices existing from time to time, including, without limitation, all laws and regulations applicable to the distribution and protection of the data and information via the Platform and applicable privacy laws (s. also Data Protection).

8.10 **Illegal or unauthorized use of Connectivity Hardware and Services.** The Customer shall not make use of any Connectivity Hardware or any Services provided by u-blox:
  i)   for any fraudulent or improper purpose or in any way that breaches any applicable local, national or international law or regulation;
  ii) to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
  iii) to access, transmit, publish, display, advertise or make available material which infringes copyright or any other Intellectual Property Right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
  iv) for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect u-blox, its suppliers or any third party;
  v)   in a manner which conflicts with any accepted industry guidelines, practices or codes and in any case so as to cause any material negative impact upon u-blox's business relations and/or reputation with its partners, suppliers, contractors and/or customers;
  vi) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  vii) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

8.11 **Customer Default.** If u-blox's performance of any of its obligations under these Service Terms is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
  i)   without limiting or affecting any other right or remedy available to it, u-blox shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays u-blox's performance of any of its obligations;
  ii) u-blox shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from u-blox's failure or delay to perform any of its obligations as set out in this clause 8. (Customer Obligations); and
  iii) the Customer shall reimburse u-blox on written demand for any costs or losses sustained or incurred by u-blox arising directly or indirectly from the Customer Default.

8.12 **Request for information.** Customer shall, without undue delay, respond to u-blox's reasonable requests for information and assistance, to enable u-blox and its suppliers to provide the Services to the Customer, without undue delay.

9. **Charges and Payment**

9.1 **Price and payment for Connectivity Hardware.** The price for Connectivity Hardware shall be the price set out in the Order (or as set out on the Website and/or Platform, or as quoted by u-blox in case an Order is placed e.g. by email to u-blox) and, unless otherwise expressed in the Order, shall be exclusive of Delivery

costs. Payment of the full price of the Connectivity Hardware is required at the time of the Customer submitting an Order for Connectivity Hardware via the Platform (and u-blox reserves the right to cancel with no liability whatsoever, or refuse to accept, any Order for Connectivity Hardware made via the Platform where payment is not made in accordance with the terms of this clause).

9.2 **Service Fees.** The Fees for the Services shall be as set out in the Order (or as set out on the Website and/or Platform, or as quoted by u-blox in case an Order is placed e.g. by email to u-blox). u-blox reserves the right to increase the Fees for the Services from time to time by giving not less than 30 (thirty) days' written notice of such increase to the Customer.

9.3 **Monthly charging of Service Fees.** Payment of the Fees for the Services will be automatically taken on a monthly basis by u-blox, using the payment details provided by the Customer.

9.4 **Due date.** Unless expressly provided otherwise in the Order, Fees are payable by the Customer from the 1st (first) day of the month following: (i) the month in which the Relevant Commencement Date falls; or, for Bundled Connectivity Services, (ii) the month in which the period of Bundled Connectivity expires (where a period of Bundled Connectivity is set out in the relevant Order for Connectivity Hardware); or

9.5 **Connectivity Services Fee.** Unless otherwise expressed in the relevant Order, Fees in respect of Connectivity Services shall comprise: (i) a monthly fee (as set out in the Order) for the provision of Connectivity Services generally in connection with the Customer's Account, which shall be payable in respect of any month in which the Customer receives Connectivity Services (under any Contract); and (ii) a monthly fee (as set out in the Order) in respect of each Active u-blox SIM, which shall be payable in respect of any month in which such u-blox SIM is Active (regardless of the actual period for which such u-blox SIM is Active during that month).

9.6 **Invoicing.** Notwithstanding the above, u-blox reserves the right to invoice the Customer for Connectivity Hardware and/or the Services, at any time after accepting the relevant Order, where:
(i) u-blox agrees to accept payment for the price of Connectivity Hardware by means other than as set out above; and/or
(ii) u-blox is unable to take payment for the Fees for the Services in accordance with the above-mentioned terms (including where the payment details provided by the Customer are invalid).

9.7 **Invoicing due date.** The Customer shall pay each invoice submitted by u-blox in full and in cleared funds, to a bank account nominated in writing by u-blox, within 30 days of the date of the invoice. In respect of any payment due by the Customer under these Service Terms, time of payment shall be of the essence.

9.8 **Exclusive of VAT, without set-off, etc.** All sums payable by the Customer under these Service Terms are exclusive of VAT which, where applicable, shall be payable in addition to (and at the same time as) such sums, subject to u-blox providing to the Customer a valid VAT invoice. All sums payable by the Customer under these Service Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.9 **Overdue sums.** If the Customer fails to make a payment due to u-blox under the Contract by the due date, then, without limiting u-blox's remedies under the terms for termination, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Such interest shall accrue at 5 (five) per cent p.a.

10. Intellectual Property Rights

10.1 **Intellectual Property Rights ownership.** u-blox and its licensors shall retain ownership of all Intellectual Property Rights embodied in or otherwise arising out of or in connection with:
(i) the Connectivity Hardware; and
(ii) the Website, Platform, API(s), SDK and/or Protected Source Code, and all Intellectual Property Rights in or arising out of or in connection with the Services.

10.2 **Grant of rights (for Services in general).** In consideration of the Fees paid, u-blox hereby grants to Customer a fully paid-up, royalty-free, non-exclusive, non-transferable, revocable right to access and use the Platform and API(s) to provide Services to its own customers ("**End Customer(s)**") in the defined territory or the Coverage Area in accordance with these Service Terms and the applicable Service Description for the term of the Contract. Customer is entitled to grant the necessary use rights to End Customers to the extent necessary to use the Services as stated in the Order and in accordance with the Service Description.

10.3 **Grants of rights for Connectivity Services.** u-blox hereby grants to the Customer a fully paid-up, royalty-free, non-exclusive, non-transferable, revocable license, throughout the duration of the provision of the Connectivity Services by u-blox to the Customer, to use such of u-blox's IPRs as the Customer reasonably

requires in the Coverage Area for the Licensed Purpose (limited to Connectivity Services), subject to the Customer's compliance with these Service Terms, provided that:

10.3.1 where any Source Code files included with the SDK are marked as licensed under the Apache License, the Customer shall not use such files except in compliance with the Apache License;

10.3.2 in respect of any Object Code files included in the SDK, the Customer shall use such files only in Object Code form, and shall not (and shall not permit or purport to permit and third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to such files in whole or in part except to the extent that any reduction of such files to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of such files with the operation of other software or systems used by the Customer, unless u-blox is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request u-blox to carry out such action or to provide such information (and shall meet u-blox's reasonable costs in providing that information) before undertaking any such reduction; and

10.3.3 in respect of any Protected Source Code:

    (i)   subject to the rights and restrictions in this clause, the Customer may compile any Protected Source Code, in its original form and without any modification, into its own software applications to create derivative works;

    (ii)   the Customer shall not sub-license or distribute the Protected Source Code, in Source Code form, to any third party (provided, for the avoidance of doubt, that the Customer shall be free to use and exploit derivative works, in Object Code form, developed using the Protected Source Code in accordance with the above clause);

    (iii) the Customer shall not modify the Protected Source Code in any way;

    (iv) u-blox provides no warranties for the suitability of the Protected Source Code for any given application, and the Customer's use of the Protected Source Code is at the Customer's sole discretion and risk; and

    (v)   the Customer shall use the Protected Source Code in accordance with this clause for the sole purpose of facilitating communication between any Active Thing and the Platform and other Connectivity Services.

10.3.4 **Limited use rights to third parties.** The Customer shall not sub-license, assign or otherwise transfer the rights granted under this clause save that, where the Customer sells or otherwise supplies to any third party the hardware devices containing u-blox SIMs developed by the Customer in connection with the Services, the Customer may sub-license the rights granted to it under this clause to such third party to the extent necessary for the reasonable and proper use by the third party of such hardware containing u-blox SIMs.

10.4 Revocation of license in case of breach. u-blox reserves the right to revoke the license granted under this clause at any time without notice following any breach by the Customer of these Service Terms.

11. Data Protection

11.1 Compliance with Data Protection Legislation. Both parties will (and will procure that any of their respective directors, officers, employees, permitted agents, licensees and contractors will) comply with all applicable requirements of the Data Protection Legislation. These Service Terms are in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 Customer as controller. In respect of Personal Data, the parties acknowledge that the Customer is the controller and u-blox is, if applicable, a processor acting on behalf of the Customer. The processing of Personal Data by u-blox permitted under these Service Terms shall be as follows (provided that the following shall not be restrictive where the Customer instructs u-blox to process Personal Data outside the following scope by its actions on the Platform):

11.2.1 **Duration:** the duration of the provision of Services by u-blox to the Customer;

11.2.2 **Subject matter and purpose:** u-blox's provision of, and the Customer's use of, the Services;

11.2.3 **Nature:** the storage in, and onward transfer from, u-blox's servers of Personal Data collected by the Customer through any Thing (and such other processing activities as u-blox is reasonably required to undertake in connection with its performance of the Services); and

11.2.4 **Types of Personal Data and categories of data subjects:** such Personal Data concerning such data subjects as the Customer may from time to time transfer to u-blox via any Thing managed through the Platform.

11.3 Customer obligations. The Customer shall:

11.3.1 ensure that it has in place all necessary appropriate legal bases, consents (if required), notices and policies to enable the lawful transfer of Personal Data to u-blox;

11.3.2 not instruct u-blox to undertake any processing activity that does not comply with, or which would result in either party breaching its obligations under, the Data Protection Legislation;

11.3.3 ensure that all Personal Data transferred to u-blox by or on behalf of the Customer shall be accurate and up-to-date;

11.3.4 not knowingly or negligently do or omit to do anything which places u-blox in breach of its obligations under the Data Protection Legislation; and

11.3.5 defend, indemnify and hold harmless u-blox, to the fullest extent permitted by law, against any claims, actions, proceedings, losses, damages, expenses, fines and costs (including court costs and legal or other professional costs) incurred by u-blox arising out of or in connection with u-blox's processing of Personal Data under these Service Terms.

11.4 u-blox obligations. u-blox shall:

11.4.1 process Personal Data only on the written instructions of the Customer (which shall comprise these Service Terms and the Customer's direct or indirect instructions provided by way of its actions on the Platform), save where otherwise required by law (in which case u-blox will notify the Customer of such requirement prior to such processing, unless prohibited from doing so by such law);

11.4.2 transfer Personal Data outside the EEA only where the European Commission has adopted a decision that the recipient country ensures an adequate level of protection or where u-blox provides appropriate safeguards and ensures the availability for data subjects of enforceable data subject rights and effective legal remedies (in accordance with the requirements of the Data Protection Legislation);

11.4.3 obtain a commitment of confidentiality from any person it allows to process Personal Data and engage third parties to process Personal Data on its behalf only with the prior consent of the Customer and on contractual terms no less restrictive than this clause 12;

11.4.4 implement appropriate technical and organisational measures to (a) ensure an appropriate level of security of Personal Data; and (b) assist the Customer to respond to requests for exercising data subjects' rights;

11.4.5 assist the Customer to comply with its obligations in respect of any Personal Data breach (including notification of the same to the supervisory authority and/or data subjects);

11.4.6 make available to the Customer all information reasonably necessary to demonstrate compliance with this clause 12; and

11.4.7 on termination or expiry of the Contract (however caused), at the Customer's choice and cost, delete or return to the Customer all Personal Data and copies thereof that it has within its power, ownership or control.

12. Confidentiality

12.1 Non-disclosure. Each party undertakes that it shall not at any time disclose to any person any information that would be regarded as confidential by a reasonable business person concerning the business, affairs, customers, clients or suppliers of the other party (such party's **Confidential Information**), save that each party may disclose the other party's Confidential Information:

i) to its own and its affiliated companies' employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Service Terms. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause; and

ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.2 Use for Contract only. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

12.3 Exclusions. For the purposes of this clause, a party's Confidential Information shall not include information which:

i) is or becomes generally available to the public other than as a result of its disclosure in breach of these Service Terms;

ii) was available, prior to its disclosure by that party, to the other party on a non-confidential basis;

iii) was developed by the other party independently of any information disclosed by the first party; or

iv) the parties agree in writing shall not be regarded as confidential.

13. **Limitation of Liability.** Except for cases for which liability cannot be excluded such as liability for death or personal injury or damages caused by gross negligence or intent, any liability which is not expressly mentioned under these Service Terms, in particular and without limitation, for direct, indirect or consequential damages, loss of profit, irrespective of the grounds on which it is based (including late, partial or no delivery, infringement of Intellectual Property Rights, tort, contract or strict liability), is excluded by u-blox to the maximum extent authorized by law. In cases where liability cannot be excluded, u-blox's total aggregate liability to the Customer (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), under each Contract to which these Service Terms apply, shall not exceed the total sums actually paid by the Customer to u-blox under such Contract in the twelve (12) months preceding the events giving rise to such liability.

14. **Termination**
14.1 **Termination at will.** Without affecting any other right or remedy available to it:
    i) the Customer may terminate the provision of Services under any Contract by giving u-blox not less than 30 (thirty) days' written notice; and
    ii) u-blox may terminate the provision of Services by giving the Customer not less than 90 (ninety) days' written notice.
14.2 **Termination for cause.** Without affecting any other right or remedy available to it, either party may terminate any Contract with immediate effect by giving written notice to the other party if:
    i) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 (thirty) days after receipt of notice in writing to do so;
    ii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
    iii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
14.3 **Termination for unpaid amounts.** If the Customer fails to pay any amount due under the Contract on the due date for payment or becomes subject to any of the events listed in the above clause, u-blox may (at its option) terminate the Contract with immediate effect by giving written notice to the Customer; or suspend the provision of Services and/or all further deliveries of Connectivity Hardware under any Contract.
14.4 **Deactivation and immediate payment.** On termination or expiry (howsoever caused) of any Contract:
14.4.1 u-blox shall deactivate all of the Customer's Active u-blox SIMs and, subject to Customer's request, delete all data held in the Customer's account or otherwise on behalf of the Customer; and
14.4.2 the Customer shall immediately pay to u-blox all sums due and/or payable under all Contracts (including any applicable interest).
14.5 **Effect of termination.** Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Any provision of these Service Terms that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. **General**
15.1 **Assignment and other dealings.**
    i) u-blox may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Contract.
    ii) The Customer shall not assign, transfer, subcontract, delegate or deal in any other manner with any of its rights and obligations under the Contract.
15.2 **Notices.** Any notice or other communication given or required to be given to a party under or in connection with these Service Terms shall be in writing and shall be:
15.2.1 delivered by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), in which case such notice or communication shall be deemed to have been received at 9.00 am on the second Business Day after posting; or
15.2.2 sent by email (if to the Customer, to the email address provided pursuant to clause 9.1.1; and, if to u-blox, to an indicated email address on the Website or, in respect of a notice or communication given by u-blox,

by electronic communication via the Platform, in which case such notice or communication shall be deemed to have been received immediately on the giving of such notice or communication.

15.3 **Severance.** If any provision or part-provision of these Service Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Service Terms.

15.4 **Force Majeure.** u-blox shall not be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, whether caused to u-blox directly or to one of its suppliers, which may include (but shall not be limited to) natural disasters, fire, flood, explosion or other similar or dissimilar acts of God, epidemics, diseases, acts or threats of terrorism, cyber-attacks, acts of war, hostilities (whether war be declared or undeclared), strikes, embargo or other acts of governmental or quasi-governmental restrictions or intervention, public disorder, discontinuity of internet or other network access. (a "**Force Majeure Event**").

15.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 **No partnership or agency.** Nothing in these Service Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

15.8 **Third parties rights.** Nothing in these Service Terms shall give rise to any rights under the Contracts to enforce the provisions of any Contract.

15.9 **Variation.** u-blox may vary these Service Terms by giving not less than 30 days' written notice to the Customer (and such varied Service Terms shall apply to all existing Contracts).

15.10 **Governing law and jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Switzerland. In the event of any dispute, the place of venue shall be Zürich, Switzerland, except where u-blox raises a claim at the Customer's place of residence or at the place of Delivery, whereupon the dispute shall be heard in the nearest court to such location.