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## 1 ABOUT THE AGREEMENT

These standard terms and conditions form the Enterprise Agreement, along with its appendices (the "**Agreement**"), between the corporate Customer (the "**Customer**") and IXT AS, a provider of mobile communication solutions under the brand name "IXT" ("**IXT**"). In this Agreement, the Customer and IXT are collectively referred to as the "Parties."

This Agreement specifies the terms and conditions for IXT's provision of the following services:

- automated transfer of data and information between devices /machines or software-based applications with limited or no human interaction ("**IoT Service**"),
- the transmission services used for the provision of IoT Services or other electronic communication services, included delivery of Sim cards ("**Transmission Service**").

The services and other customer specific conditions are further described in the product specification or order form ("**Order Form**") and are collectively referred to as the "**Services**" in the Agreement, unless the context specifies a particular service.

The latest version of the standard terms and conditions are published on ixt.io/terms.

## 2 TERM OF THE AGREEMENT, TERMINATION AND SUBSCRIPTION PERIOD

The initial term of this Agreement is two (2) years from the start of the Service ("**Initial Term**"), unless a longer period is described in the Order Form.

The Agreement will automatically be renewed for successive one-year terms ("**Renewal Term**") unless either Party provides written notice of termination at least three (3) months before the end of the Initial Term or the subsequent current Renewal Term.

Subscriptions and/or SIM-cards may be activated and/or deactivated by the Customer in the Customer Management Portal (see Clause 3.5). Subscriptions are valid from the time the time the SIM cards are activated and until the earliest of (i) the last day of the month when the Customer has deactivated a subscription and/or SIM-card or (ii) (i) the expiry of the then current Term. For the avoidance of doubt, the Customer only pay for the active subscriptions during the Term.

## 3 PROVISION OF SERVICES

### 3.1 Quality of Service

IXT will provide their Services with such quality as the Customer may reasonably expect and with reasonable efforts.

The Customer acknowledges and accept that;

- IXT does not warrant that the Customer's use of the Services will be without degradation and will not always be available,
- the Service includes services provided by third parties and the third party service, including using a number of different mobile networks which are geographically spread over large parts of the world;
- the third party services are provided in accordance with the quality offered by the third party and in accordance with the relevant standard terms and conditions determined by the relevant third party,
- that degradation or unavailability in the third party service may reduce the quality or availability of the Service, and that IXT is not responsible for the third party service, and

The Services and maintenance of the Services shall be in accordance with applicable generally accepted standards.

IXT will provide the Services to the Customer in accordance with

- the specifications detailed in the appendices of the agreement
- the method, medium, or technology that IXT considers most suitable
- all applicable Norwegian laws, regulatory requirements, regulations, and codes of practice, as they may evolve over time.

IXT will only be responsible for providing the Service provided that the Customer's obligations as outlined in this agreement and its appendices are fulfilled.

IXT`s responsibility is limited to manage the relationship with that third party at the best of its ability. IXT is not responsible for changes in such third party services, including replacing the third party service with a similar service, including change in coverage or network relationships as long as it doesn't significantly affect the Customer's use of the Services.

IXT will only provide the Service if the Customer meets all the obligations listed in these terms and any additional ones in Appendixes.

### 3.2 SIM cards

IXT shall deliver SIM cards in accordance with orders specified in different appendices to this Agreement, in addition to subsequent orders made after signing of this agreement.

IXT will strive to maintain an inventory of the most common SIM cards, considering size and durability. IXT shall adhere to industry best practices regarding delivery times, including for SIM cards that are not in stock.

IXT shall deliver the SIM cards to the address agreed upon by the parties. The Customer shall inspect the SIM cards upon receipt within as short a period as is practicable in the circumstances. If there are any defects in the SIM cards, the Customer shall return them to IXT immediately. The same applies if the SIM-cards are shipped directly to a representative of the Customer (i.e. a hardware manufacturer) and the representative conducts the first inspection.

IXT is obligated to send new SIM cards as soon as possible and no later than good market practice. IXT is obligated to replace SIM cards that are defective on arrival, free of charge.

IXT has no obligation to replace SIM cards that have been received by the Customer and distributed by the Customer or a third party, to their customers or end users. The costs associated with collecting, returning and replacing defective SIM cards that have been distributed from the Customer or third party, are solely Customer's responsibility.

Import duties & taxes are solely Customers responsibility.

The Customer agrees to offer non-binding forecast of ordering of SIM cards upon request from IXT.

The SIM card is the property of IXT. The Identification data do not contain any personal data. IXT is entitled to change the Customer’s Identification data due to decisions by public authorities, technical, operational or other exceptional reasons. IXT will inform Customer as soon a reasonably possible about such changes to enable the Customer to test and develop potential workarounds.

### 3.3 IXT operation and management of the Service

In the performance of the Services, IXT commits to:

1. Administer all numbering and addressing elements assigned to IXT in accordance with relevant guidelines from industry bodies or supervisory authorities;

2. When applicable provide the Customer with access to an API and a web-based tool for managing the Customer's SIM portfolio;
3. IXT is obligated to inform the Customer of any faults or interruptions in the Services that IXT is aware of and to provide, to the best of their ability, an estimated time for the completion of the remedy.
4. Provided that interconnection suppliers comply and cooperate, make all reasonable efforts to ensure adequate signalling transmission capacity and onward connectivity from the point of interconnection to the networks designated by the Customer as destinations for its end users for all Services.
5. Continuously monitor the Service 24/7/365 and keep Customer informed about planned maintenance and service outages.
6. Provide support and maintenance to address all service degradation and unavailability, including defects in hardware and interruptions to the best of IXTs ability, ensuring remedial work continues until the issue is fully resolved. IXT undertake to report Service degradation and unavailability in third party services to the relevant third party.
7. IXT will to the extent required by applicable laws publish information about the quality of the Service.

### 3.4 Number rights and compliance with local law

All rights to all permanent identifiers and numbers issued by regulatory authorities associated with the SIM cards provided to the Customer in connection with this Service belong to IXT (or the third party network operator).

The transfer of numbers associated with the SIM or contact points necessary for the numbers to function shall only occur with IXT's written approval and in accordance with the GSMA IoT Connection Efficiency Guidelines or TS.34 IoT Device Connection Efficiency Guidelines.

In the event the Customer is entitled to keep the number according to applicable law and wish to port the numbers, the porting shall be in accordance with applicable laws.

The Customer acknowledges and accepts that IXT's obligations under applicable laws are derogated to the extent permitted, for instance for Customers that are microenterprises or small enterprises or not-for-profit organisations, and the Customer explicitly agree to such derogation and waive all or parts of those provisions.

### 3.5 Customer Management Portal and API and other ancillary services

IXT has developed a proprietary web-based tool ("Customer Management Portal") that enables the Customer to manage the SIM-cards. IXT has developed an API to enable the Customer to connect to the Customer Management Portal.

The Customer Management Portal, the API and other ancillary services made available by IXT are provided on an as-is and as-available basis without any warranty or liability for degradation or unavailability of the Customer Management Portal or specific functionality made available in the Customer Management Portal.

IXT will inform the Customer about service unavailability or planned maintenance. The price for the functionality included in the Customer Management Portal is stated in the product description or the Standard Price List.

## 4 PRICES AND PAYMENT TERMS

### 4.1 Prices

The Customer shall pay for the use of the Services and associated fees in accordance with the agreed price list, as outlined in the appendices to this agreement, included subsequent price adjustments.

All prices are exclusive of VAT, custom charges, duties and other applicable taxes, that will be added when applicable.

IXT has the right to change the prices of the Services at the turn of each year with 30 days' notice. The change can never exceed 10%.

### 4.2 Payments

The Customer is responsible for all payments and use of the Services provided by IXT under the Agreement. This responsibility also includes the use of the Customer's subscription by others, including unauthorized use.

IXT's Services are billed monthly, with payment due 14 days from the invoice date. If payment is late, IXT is entitled to charge interest on the outstanding amount at a rate equal to the applicable 3-month EURIBOR (or any successor reference rate) plus 10 percentage points, calculated from the due date until payment is received. If payment is not received within 14 days after the due date, IXT has the right to suspend the provision of its Services. IXT may also use any financial guarantees provided by the Customer to settle the overdue amounts, in accordance with clause 4.3.

If the Customer is more than 30 days late with payment, it shall be considered a material breach, and IXT is entitled to terminate the Agreement.

The Customer is not allowed to withhold payments due to objections to the Service without a specific agreement with IXT. If payments are withheld without such an agreement, it will be considered a material breach of the contract.

### 4.3 Credit assessment and limitation of service offering/financial guarantee

IXT may conduct a credit assessment of the Customer without prior notice.

If IXT thinks the Customer is not financially secure, IXT can refuse to commence the Initial Term, renew the Agreement, approve an order, or activate SIM-cards unless the Customer provide a sufficient payment guarantee, subject to IXT's approval. IXT can also deny credit and demand prepayment before activating new subscriptions if a credit check shows the Customer is not financially secure.

The financial security that IXT may request can include cash deposit, prepayment, shorter payment times, bank guarantee or other security acceptable to IXT and on terms acceptable to IXT. IXT may also require the Customer to increase any financial security in order to ensure that the financial security corresponds to an increase in the amounts IXT expect to invoice to the Customer or if IXT has used the financial security to settle overdue invoices.

If the Customer does not provide the financial guarantees required by IXT, this is a material breach and IXT is entitled to suspend/restrict the Services or terminate the Agreement.

## 5 THE CUSTOMER'S OBLIGATIONS

The Customer may only make use of the Services for the purpose and to the extent set out in the Agreement.

The Customer is obligated to:

1. Use the Service solely for its intended purpose and/or as approved in this Agreement

2. Be responsible for their own Customers' use of the Services
3. Notify IXT of any degradation or unavailability or other faults with the Service
4. When applicable, assist IXT in diagnosing existing or potential faults in the Customer's systems
5. Be liable for any damage or loss caused to IXT or third parties due to misuse of the Service (e.g. by removing SIM-cards and use the SIM-cards for other purposes than what the SIM-cards are intended for) by the Customer, its employees, agents, and/or subcontractors
6. Provide all information required by IXT to comply with applicable laws to identify and register the Customers and keep IXT informed in writing of any changes to billing addresses and other necessary contact information
7. Be responsible for all devices accessing or using the Service that do not comply with industry guidelines, practices, are illegal and/or infringing, and do not adhere to all relevant regulations for the legal use of the Service(s).

The Customer is responsible for all SIM cards delivered. The party agrees that leaving an activated SIM card without any form of physical or terminal security is to be considered grossly negligent.

The Customer acknowledges responsibility for indemnifying IXT against all claims made by third parties as a result of the Customer's use of the Services in circumstances where the Customer has not fulfilled its obligations in this Clause.

If the Customer suspects that identification data has become known to an unauthorized person, the Customer must immediately contact IXT.

The Customer is responsible for abuse or other unathorised use of the Service until the relationship is reported to IXT.

After a blocking request has been made, the Customer is only responsible for misuse if the Customer has facilitated the misuse through negligent or intentional actions. The Customer is obliged to keep IXT continuously updated about the Customer’s contact persons and Identification data connected to the Agreement.

## 6 LIMITATION OF LIABILITY

The following provisions in this Clause 6 define each party's limit of liability towards the other party in connection with any breach of contract, including negligence, or other conditions for which the parties may be liable.

IXT expressly exclude liability for any degradation or unavailability of the Services which is caused by third parties, such as Transmission Services provided by third party network operators or other services provided by a third party.

In the event of a breach by IXT, the Customer may seek compensation for any direct losses incurred. The Customer shall under no circumstances be entitled to claim compensation for indirect losses, such as loss of income, loss of data etc.

The total damages that the Customer may claim during the term of the Agreement are limited to an amount equivalent to the consideration already paid by the Customer during the six months preceding the date of the claim.

## 7 BREACH OF CONTRACT

### 7.1 General

In the event that a Party breaches this Agreement and fails to remedy such breach within thirty (30) days following receipt of written notice from the other Party about the breach and that the agreement will be terminated unless the breach has been remedied, the non-breaching Party shall have the right to terminate this Agreement by sending a termination notice after the expiry of the 30 days period.

Furthermore, the circumstances described in Clause 8 shall be deemed material breaches of this Agreement.

### 7.2 Force Majeure

If an extraordinary situation should arise which makes it impossible to fulfil obligations under this Agreement, and which under Norwegian law must be classified as force majeure, the other party must be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement with the consent of the affected party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days as of the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice. Each of the parties will cover their own costs associated with ending the contractual relationship. The Customer will pay the agreed price for the part of the Service that was contractually delivered before the expiry of the Agreement. The parties may not present other claims against each other due to the expiry of the Agreement in accordance with this provision.

In connection with force majeure situations, the parties have a mutual disclosure obligation towards each other regarding all matters that must be deemed to be relevant to the other party. This information must be provided as quickly as possible.

## 8 SUSPENSION OF SERVICE

IXT may suspend access to or otherwise restrict the Service, including reducing the transmission speed of the Service for the Customer if the Customer:

1. Uses the Service in violation of the Agreement, applicable laws, decisions from public authorities, court orders, etc.
2. Violates applicable guidelines, i.e. the GSMA IoT Connection Efficiency Guidelines or TS.34 IoT Device Connection Efficiency Guidelines or guidelines established by IXT for technical equipment.
3. Declares bankruptcy, is placed under bankruptcy proceedings, or is likely to default on payment.
4. Misuses or causes disruptions in communication networks or the Service, for example through mass communication (spam), or by making threats to health and safety, etc.
5. Infringes on third-party rights, e.g., by using web crawlers.
6. Uses the Services in a manner that consumes more network capacity than normal use.
7. There is reasonable cause to suspect that the Service is being used fraudulently.
8. Acts contrary to norms of good conduct or damages IXT's reputation.

9. Resells, leases capacity, or otherwise offers the Services to a third party, for example by establishing IP telephony solutions based on the Services without prior written consent from IXT.
10. Connects, modifies, interferes with, or adds purchased equipment, including configuration, without prior written consent from IXT.
11. Causes loss or damage to a third party or IXT.
12. Provides incorrect or insufficient Customer information and this has an adverse effect on IXT.
13. Defaults on payment obligations under this Agreement. If the Customer receives a consolidated invoice for the delivery of multiple Services, the suspension may cover all Services.

The right to suspend the Services shall apply to the extent permitted by applicable laws.

IXT may also suspend the Transmission Services in the following circumstances:

1. if IXT deems it necessary to suspend the Service due to an security incident, emergency situation, serious threats to life or health, national security, public order, or the risk of sabotage against data centers, networks, or services,
2. if IXT or the Network Operator deems it necessary to preserve the integrity or security of the network or Service to disconnect radio and terminal equipment, without delay, provided that IXT offers an alternative solution and cover the cost of this alternative solution.
3. a competent public authority has ordered IXT to suspend the Services according to applicable laws, i.e. European Electronic Communications Code Article 41, 41 and 45 or similar.

Before the Service is blocked, the Customer shall as far as possible be notified in advance and be given the opportunity to comment and remedy the issue. If the subscription is blocked pursuant to the provisions of the Agreement, the Customer forfeits the rights to the Identification data.

After a period of three (3) months from the blockage or cessation of the Services, IXT may assign the identification data to other Customers of IXT.

## 9 TRANSFER TO ANOTHER LEGAL ENTITY

The Customer may transfer its rights and obligations pursuant to the Agreement to another legal entity if IXT has given written consent, such consent not to be unreasonable withheld or subject to reasonable conditions, such as payment guarantee from the transferring party.

IXT may transfer its rights and obligations pursuant to the Agreement without the consent of the Customer.

## 10 CONFIDENTIALITY AND CUSTOMER INFORMATION

IXT will manage all traffic data and localisation data in accordance with applicable laws.

Other information than traffic data and localisation data which is confidential information or trade secrets and which the parties become aware in connection with the Agreement and the implementation of the Agreement must be kept confidential by the receiving party and may not be disclosed to any third party without the consent of the disclosing party.

The Customers accepts that Information about the Customer and use of the Services will be registered, stored and used by IXT to administrate and attend to the Customer relationship, including to provide information regarding products, Services and other offers from IXT. IXT may use any form of communication, i.e. email to provide their information.

## 11 PERSONAL DATA

The Parties' processing of personal data under this Agreement shall be in accordance with applicable data protection laws.

IXT is the data controller for IXT's collection and use of personal data as a telecommunications provider, including the processing of electronic communications data (traffic data) for the transmission of communications in electronic communications networks, billing, fault rectification, detection/prevention of misuse, security, and the fulfilment of other legal obligations as well as the contractual obligation to the Customer.

The Parties acknowledge and accept that IXT is not carrying out processing on behalf of the Customer (no data processor) and that the Parties are individual controllers (no joint control).

Any disclosure of personal data between the Parties shall be considered a transfer between two individual data controllers, and each Party shall comply with its individual obligations as a data controller in accordance with applicable data protection laws and their respective privacy policies. IXT's privacy policy is published on ixt.io/legal.

## 12 CHANGES TO THE TERMS AND CONDITIONS AND SERVICES

In the event of changes in legal requirements, including decisions by any national communications authorities or other national or international bodies or other circumstances that impact IXT's operations, (i.e. the terms of and prices for third party services including but not limited to agreements with network operators or roaming partners), IXT shall be entitled to amend its terms and condition, including prices with thirty (30) days' prior notice, but only if and to the extent that such changes affect IXT's prices, pricing models, or Services or the Agreement explicitly specify the relevant change. Prior notice is not required if the changes are in the Customer's favour, have no effect on the Customer, or are beyond IXT's control, such as decisions by public authorities.

IXT's amendments grant the Customer the right to withdraw from the Agreement in whole or in part, i.e. only for the subscription affected by the change, within three months from the notice about the change, if the changes have a material adverse impact for the Customer, unless the change are prescribed by this Agreement (i.e. change of prices according to Clause 4.1 or change in legal requirements or other regulations).

The latest version of these standard terms are available on ixt.io/legal.

The Customer shall be liable for any costs related to adjustments or similar actions the Customer must undertake as a result of IXT's amendments.

## 13 COMPLAINTS, DISPUTES AND CHOICE OF LAWS

The Agreement and the rights and duties of the Parties in connection with it are subject to Norwegian law.

The Parties shall first seek to resolve any dispute between them amicably, through discussions between Executives and/or authorized senior management representatives of the Parties. If the dispute cannot be resolved through negotiations, each Party may submit the matter to the ordinary courts for a decision. Oslo District Court is the agreed legal venue.

Each Party may seek injunctive or other interim relief in any court of competent jurisdiction. If a dispute occurs, the Supplier shall in no event be entitled to suspend, delay or refuse to execute any supply beyond the circumstances described in the Agreement.