

## General Terms and Conditions

### 1. Definitions and interpretation

1.1 Definitions: In this Agreement the following terms shall have the following meanings:

**"Airtime"** means mobile telecommunications airtime and Network capacity.

**"Business Day"** means any day when the main clearing banks are open for general business in Dublin, Ireland.

**"Band"** means a price point for a group a group of listed carriers as contained in Schedule 4 to this Agreement.

**"ComReg"** means the Commission for Communications Regulation being the national regulatory authority responsible for the regulation of the electronic communications sector in the Republic of Ireland, registered at One Dockland Central, Guild Street, Dublin 1, Ireland.

**"Commencement Date"** means the start date of this Agreement specified in the Order Specification.

**"Confidential Information"** means all information of a confidential nature including the relationship of the parties, the existence and terms of this Agreement, prices, and all other information whether of a technical or business nature or otherwise relating in any manner to the business or affairs of the other party which either party and its affiliates may receive or has received in connection with this Agreement whether in whole or in part and regardless of the medium by which such information is supplied.

**"Customer Users"** means any employee, contractor or other third party authorised or permitted by the Customer to access or use the IoT Services.

**"Data Protection Legislation"** means the EU Data Protection Directive 95/46/EC and the Electronic Communications Data Protection Directive 2002/58/EC, in each case, as amended, revised or replaced from time to time (in particular, by operation of the Directive 2009/136/EC, and the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and all applicable national implementing legislation and guidelines (including if the UK leaves the EU), in each case, as amended, revised or replaced from time to time;

**"Data Services"** means internet access and connectivity made available to the Customer via the Network.

**"Data Subject"** and **"Controller"** have the meaning given to them in Data Protection Legislation;

**"Device"** means any Customer device/equipment that is connected to Three's Network with an IoT SIM Card that uses or accesses the Three IoT Platform.

**"Fees"** means the fees set out in the Order Specification which are payable to Three for the IoT SIM and IoT Services.

**"Group Company"** means a subsidiary company or holding company of Three (as the terms 'subsidiary company' and 'holding company' are defined in section 7 and section 8 of the Companies Act, 2014).

**"IoT Platform Services"** means the cloud based software services made available on the Three IoT Platform as described in Schedule 1 (as updated from time to time).

**"IoT Services"** means all of the services to be provided to the Customer under this Agreement including access to the Three IoT Platform, IoT Platform Services, Mobile Services and Support Services.

**"IoT SIM"** means a SIM Card and/or a SIM Profile.

**"Law"** means: (i) any applicable statute or any delegated or subordinate legislation; (ii) any enforceable community right within the meaning of the European Communities Act 1972; (iii) any applicable guidance, direction, determination or regulations with which either party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other party; (iv) any applicable judgement of a relevant court of law which is a binding precedent in Ireland, in each case in force at any time during the term of this Agreement.

**"Minimum Holding"** means the minimum number of IoT SIM connected to the Three IoT Platform specified in the Order Specification.

**"Minimum Term"** means the minimum number of months from the Commencement Date specified in the Order Specification.

**"Mobile Services"** means the provision of mobile voice services, SMS messaging services, Data Services and any other ancillary telecommunications services.

**"Monthly Minimum Spend"** means the minimum monthly amount the Customer agrees to spend on IoT Services as specified in the Order Specification.

**"Network"** means the telecommunications network used by Three to provide connectivity to the Three IoT Platform.

**"Order"** means an order for IoT SIMs and IoT Services submitted to Three by the Customer.

**"Personal Data"** means any information relating to an identified or identifiable natural person, and which Supplier has received under the Agreement.

**"Rate Plan"** means a pricing rate specified in section 3 of the Order Specification which applies to an IoT SIM Card and which is used for the purposes of calculating Fees.

**"Rate Plan Rules"** means a pricing or usage rule which applies to a Rate Plan.

**"SIM Card"** means a physical single profile UICC SIM card and/or a physical multi-profile eUICC SIM card supplied to the Customer by Three in connection with this Agreement and which enables access to the Nokia IoT Platform.

**"SIM Profile"** means a downloadable eUICC SIM profile minus the SIM card hardware supplied to the Customer by Three in connection with this Agreement and which enables access to the Nokia IoT Platform.

**"SMDP"** means Subscription Manager Data Preparation server than manages the installation of profiles onto the eUICC SIM card

**"SMSR"** means Subscription Manager Secure Routing server that manages the secure transport of eUICC platform and profile management commands to load, enable, disable and delete profiles. eUICC Keys are also held here.

**"Support Services"** means the support and target fault resolution services specified in Schedule 2.

**"Three IOT Platform"** means the platform which Three utilises in the provision of its IOT Services.

**"Total Minimum Spend"** means the total minimum amount the Customer agrees to spend on IoT Services during the Minimum Term (as specified in the Order Specification).

## 1.2 Interpretation

(a) In the event of a conflict between the Order Specification and the General Terms and Conditions, the terms of the Order Specification will control and prevail. In the event of a conflict between the provisions of the General Terms and Conditions and Schedules, the General Terms and Conditions will control and prevail.

## 2. Orders

2.1 Subject to acceptance by Three of an Order, Three agrees to deliver the IoT SIMs specified in an Order and provide the Customer with the IoT Services in connection with the IoT SIMs.

2.2 All Orders shall be subject only to the terms of this Agreement. Notwithstanding any language on an Order or any other document or communication to the contrary, the terms of this Agreement shall take precedence over any other document or communication issued by the Customer to Three.

## 3. IOT SIMs and IoT Services

### *IOT SIMs*

3.1 Three's acceptance of an Order for SIM Cards is subject to availability.

3.2 Three will deliver the SIM Cards to the address specified on the completed Order. Three will deliver the SIM Profiles to the necessary location specified on the completed order

3.3 The Customer will be deemed to have accepted the IoT SIMs when the IoT SIMs have been activated on the Three IoT Platform.

3.4 Risk in the IoT SIMs provided to the Customer in connection with this Agreement will pass to the Customer on delivery of the IoT SIMs and title in the IoT SIMs will pass to the Customer upon payment of all Fees due in connection with the IoT SIMs and their delivery. If no Fees are specifically payable for the IoT SIMs provided to the Customer in connection with this Agreement, then title in the IoT SIMs will pass on delivery. The customer will pay any local taxes/import duties to receive the IoT SIMs in country form the local carrier agent. Any specific number range associated with an IoT SIM is and remains Three's property and Three reserves the right to issue written instructions to the Customer in connection with the Customer's use of any such proprietary number range (including issuing instructions directing the Customer to stop using certain numbers) and the Customer agrees to comply with such instructions.

- 3.5 Three confirms that each IoT SIM will conform in all material respects to the manufacturer's specification for a period of 12 months from the date of delivery (the "**Warranty Period**") unless special conditions associated with certain IoT SIM apply.
- 3.6 If, within the Warranty Period, the Customer notifies Three of any defect or fault in an IoT SIM arising under normal use in consequence of which the IoT SIM fails to conform in any material respect with the manufacturer's specification, Three shall, at Three's exclusive option, either (1) procure the repair of the faulty IoT SIM or (2) replace the faulty IoT SIM with a similar or equivalent SIM.
- 3.7 The warranty obligations specified in clause 3.6 shall not apply if an IoT SIM has been amended or damaged or has been used for purposes which conflict with the instructions or advice of Three or the IoT SIM manufacturer.

#### *Mobile Services*

- 3.8 As soon as is reasonably practicable following completion of the Customer's services application, Three will connect the Customer's Devices which are configured with an IoT SIM to the Mobile Services.
- 3.9 The Customer acknowledges and agrees that Three is acting as a telecommunications and internet service provider and, accordingly, that Three has no knowledge of or liability in connection with the content of any communications sent to or from the Customer's IoT SIM.
- 3.10 Subject to clause 3.11, Three will provide the Mobile Services with the reasonable skill and care of a competent mobile telecommunications service provider.
- 3.11 The Customer acknowledges and agrees that the provision of Mobile Services is not error or fault free and is subject to the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Network in any particular location that may from time to time adversely affect the provision of the Airtime in terms of availability, line clarity and call interference.

#### *IOT Platform Services*

- 3.12 As soon as is reasonably practicable following completion of the Customer's services application, Three will connect the IoT SIM to the Three IoT Platform and will make the IoT Platform Services available to the Customer for use pursuant to the terms and conditions of the Agreement.
- 3.13 The IoT Platform Services will be made available to the Customer in accordance with the standard documentation and user guides published and made available on the Three IoT Platform by the Three IOT Platform provider (as amended and updated from time to time).

#### *Support Services*

- 3.14 Three will provide the Customer with the Support Services specified in Schedule 2 with the reasonable skill and care of a competent mobile telecommunications service provider.

#### *No Additional Warranty*

3.15 Three makes no additional guarantees or warranties whatsoever in relation to the IoT SIMs or the IoT Services and their operation or use. Any conditions or warranties (whether express or implied by statute, common law or arising from a course of conduct or a previous course of dealing or trade custom or usage) as to merchantability, quality or fitness for a particular purpose (even if that purpose is made known expressly or by implication to Three) are, to the fullest extent permitted by any applicable law, excluded in full.

#### **4. Customer Responsibilities and Service Limitations**

4.1 The Customer will (i) configure the Devices for integrating with the IoT SIMs and the IoT Services and select the specific IoT Platform Services it requires; (ii) provide all workstations, hardware, software and network connectivity required for it to access and use the IoT Services with the Customer's Devices and applications, including compliance with the security, registration, access, and use requirements imposed by Three or the Three IOT Platform provider; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the IoT SIMs and IoT Services, and will notify Three promptly of any such unauthorized use of which the Customer becomes aware; (iv) provide primary technical support to Customer Users; (v) comply with the standard documentation and user guides published and made available on the Three IoT Platform; and (vi) comply with all Laws in using the IoT SIMs and IoT Services, including securing regulatory approval of the Devices/application for use in its intended geography of operation and being compliant with all relevant standards.

4.2 Three shall have no liability for the Customer's inability to make use of the IoT SIMs or the IoT Services caused by the Customer's failure to comply with clause 4.1.

4.3 The Customer acknowledges and agrees that provision of the IoT Services may be suspended or disrupted:

- where there is a general Network failure;
- to allow the Three IOT Platform provider to carry out routine or emergency maintenance or repair works or upgrade work on the Three IoT Platform;
- to allow Three to carry out routine or emergency maintenance or repair works or upgrade work on the Network;
- for other operational reasons or emergencies or for reasons of security;
- where Devices are outside Network coverage or have been damaged or tampered with;
- where Three are asked to do so by a government or regulatory body; or
- where Three are entitled to suspend the IoT Services in the ways allowed by this Agreement.

4.4 The Customer acknowledges and agrees that Three may modify or release (or may permit the Three IOT Platform provider to modify or release) a new version of elements of the IoT Services at any time and for any reason including, but not limited to, to address general customer needs or otherwise address competitive demands, to respond to a government regulation, order or Law or to advance innovation in the performance of the IoT Services.

4.5 Where an IoT SIM is deactivated from the IoT Services for any reason, the mobile phone number which Three provided in connection with the IoT SIM which is the subject of any deactivation will only be available for a further period of 13 months from the date of deactivation. Following the end of this 13 month period the mobile phone number will no longer be available and will be recycled by Three.

#### **5. Fees and Payment**

- 5.1 The Customer agrees to pay all Fees within thirty (30) days of the date of Three's invoice without any set-off, counterclaim or deduction. Three reserves the right to charge interest on any overdue amount at 2% per annum above Allied Irish Bank plc's base lending rate as varied from time to time until any outstanding amount due to Three has been paid in full.
- 5.2 Unless otherwise stated, all Fees are in euro (€) and shall be exclusive of Value Added Tax (VAT) and all other mandatory sales taxes.
- 5.3 If the Customer disputes any Fees appearing on a Three invoice the Customer must contact Three before the due date of payment. Following investigation by Three, should these Fees be deemed incorrect the amount payable will be updated in a subsequent invoice. If these Fees are deemed correct then the full amount remains due and payable to Three.
- 5.4 Failure to pay an invoice (other than amounts which are disputed prior to the due date of payment in accordance with clause 5.3) by the Customer within thirty (30) days of the date of invoice may, at Three's option, be treated as a material breach of this Agreement.

## **6. Confidentiality**

- 6.1 Each party (the "**Receiving Party**") shall keep confidential any information relating to the business, affairs, plans or products of the other party or any third party, which is designated as "confidential" or which ought reasonably to be regarded as confidential which is obtained under or in connection with this Agreement ("**Confidential Information**") and shall not divulge the same to any third party without the prior written consent of the other party (the "**Disclosing Party**").
- 6.2 The provisions of this clause shall not apply to: (a) any information in the public domain otherwise than by breach of this Agreement; (b) information in the possession of the Receiving Party with full right to disclose; (c) information obtained from a third party who is free to divulge the same; (d) information which is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory authority; or (e) in the case of Three, disclosure is required by ComReg or an applicable regulator exercising lawful authority.
- 6.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its directors, other officers and employees (each a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement. The Receiving Party shall ensure that each Recipient is made aware of and agrees to comply with the Receiving Party's confidentiality obligations under this Agreement as if the Recipient was a party to this Agreement.

## **7. Data Protection**

- 7.1 The Parties agree that they are each independent Data Controllers in respect of any Personal Data that is processed in relation to the provision of the IOT Services. Where the Customer provides Personal Data relating to your servants/agents and/or end users of IOT Services to Three, the data is transferred on a controller-to-controller basis. The transfer of usage data is likewise transferred on a controller-to-controller basis. The Customer confirms that Personal Data provided by the Customer to Three is provided in accordance with applicable Data Protection Legislation. The Parties agree to comply with all applicable Data Protection Legislation in relation to the processing of any Personal Data belonging to the other party or any end users. In the event an end-user seeks to exercise their rights as a Data Subject, the Customer (or, as appropriate, the

party having the direct Data Controller relationship with the Data Subject) shall be the contact point and be responsible to the end user on behalf of both Parties for fulfillment. Three shall co-operate in a timely manner to support your fulfillment of such Data Subject rights. The Customer shall be responsible to provide the information referred to in Articles 13 and 14 of the GDPR on behalf of both Parties.

- 7.2 Three may use the data of its Network and the IoT Platform, that is effectively aggregated and anonymised in accordance with the Data Protection Legislation, for its own business purposes. Three shall be solely responsible for ensuring adequate anonymization of any data used.

## **8. Intellectual Property Rights**

- 8.1 This is a contract for the delivery of IoT SIMs and provision of IoT Services, not a software license. All "Technology" (as defined below) associated with the IoT Services will be installed, accessed and maintained only by the Customer for use solely in connection with the IoT Services and no separate license is granted thereto. The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the IoT Services or any software, data and documentation related to the IoT Services (individually and collectively referred to as "**Technology**"); modify, translate, or create derivative works based on the IoT Services or Technology; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the IoT Services or Technology; use the IoT Services or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized Customer Users; or remove any proprietary notices or labels with respect to the IoT Services. The Customer will not use the IoT Services or Technology or access to them in order to (a) build a product or service using similar ideas, features, functions or graphics of the IoT Services, or (b) copy any ideas, features, functions or graphics of the IoT Services. All rights not expressly conferred are reserved.

## **9. Liability (Limitations and Exclusions)**

- 9.1 **Limitation of Liability.** Strictly subject to clause 9.2, to the maximum extent permitted by applicable Law, for all events and circumstances, Three's aggregate and cumulative liability to the Customer arising out of or relating to this Agreement including (without limitation) on account of performance or non-performance of any obligations, regardless of the form of action, whether in contract, tort (including negligence), statute or otherwise will be limited to direct damages and will not exceed the total Fees paid to Three by the Customer under this Agreement during the six (6) months preceding the first event giving rise to liability. The foregoing limitation shall not apply to claims (1) for personal injury or death caused by negligence; (2) for fraud or wilful default; or (3) which cannot be limited or excluded by law.
- 9.2 **Disclaimer of Liability/Damages.** All liability on the part of Three (including liability for negligence) arising in connection with this Agreement, howsoever caused, giving rise to economic loss, loss of goodwill, loss of savings, loss of data or indirect or consequential loss, is hereby excluded to the greatest and fullest extent permitted by Law. The Customer acknowledges and agrees that it is solely responsible for selecting particular IoT Platform Services and for the results obtained from the use of the IoT SIMs.

## **10. Suspension**

- 10.1 If the Customer fails to pay any Fees due to Three in accordance with the terms of this Agreement, Three may forthwith on ten (10) Business Days' written notice to the

Customer suspend provision of the IoT Services (and Three shall be released from its obligations under this Agreement until any balance due is paid). Should the Customer fail to pay any Fees which remain due to Three following the expiry of this ten (10) Business Day notice period within a further period of ten (10) Business Days, Three may immediately terminate this Agreement on written notice to the Customer.

## **11. Termination**

- 11.1 The Customer may terminate this Agreement upon written notice to Three and without penalty once the applicable Minimum Term has expired and any such termination shall be effective twenty (20) Business Days after the date on which such termination notice is served on Three. The Customer may additionally terminate this Agreement where Three is in material breach of any term of this Agreement and fails to remedy the breach within twenty (20) Business Days of a written notice from the Customer.
- 11.2 At any stage during the term, Three shall be entitled to terminate this Agreement forthwith on written notice to the Customer in the event that (a) the Customer is in material breach of any term of this Agreement and where such breach is capable of remedy, the Customer has failed to remedy the breach within twenty (20) Business Days of written notice from Three; (b) the Customer is in material breach of any term of this Agreement which is incapable of remedy; (c) Three is obliged to comply with an order, instruction or request of ComReg, governmental or other regulatory authority, an emergency service organisation or other competent authority; or (d) Three is unable to resolve a dispute with any third party upon whom provision of components of the IoT Services is related or contingent.
- 11.3 After the Minimum Term has expired, Three shall be entitled to terminate this Agreement on ninety (90) day written notice to the Customer.
- 11.4 Either party may terminate this Agreement if bankruptcy or insolvency proceedings are brought against the other party or an examiner or a receiver is appointed over any property or assets of either party; or if either party makes any voluntary arrangement with its creditors, or if either party goes into liquidation (save for the purposes of reconstruction or amalgamation).
- 11.5 With effect from the date of termination Three will cease providing the IoT Services and the Customer will make no further use of the Three IoT Platform or the IoT Services.
- 11.6 All Fees due under this Agreement shall, notwithstanding the termination of this Agreement, remain due and owing to Three.
- 11.7 Clauses 3.15 (IoT SIM Cards/Profiles and IoT Services), 7 (Data Protection), 8 (Intellectual Property Rights), 9 (Liability), 11 (Termination), 17 (Waiver), 18 (Export Control) and 21 (Operative Law) will survive any termination or expiration of this Agreement.

## **12. Matters beyond the parties reasonable control**

- 12.1 Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, acts of telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

## **13. Assignment**

- 13.1 The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of Three, such consent not to be unreasonably withheld or delayed. Three may assign or transfer this Agreement to any Group Company provided the Group Company undertakes to perform the obligations of this Agreement in accordance with the terms herein.



## **14. Subcontracting**

14.1 Three is permitted to subcontract the performance of all or part of Three's obligations and undertakings provided for in this Agreement at any time and without notice to the Customer provided at all times that in such circumstances Three shall remain responsible to the Customer for complying with the terms and conditions of this Agreement.

## **15. Entire Agreement**

15.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

## **16. Invalidity**

16.1 If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

## **17. Waiver**

17.1 The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

## **18. Export Control**

18.1 Customer agrees, in respect of its use of the IoT SIM Cards/Profiles and IoT Services, to be responsible for and to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

## **19. No Partnership**

19.1 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.

## **20. Notices**

20.1 Any notice or other communication required to be given under this Agreement ("**Notice**") shall be in writing (which for this purpose excludes email), signed by or on behalf of the party giving it and may be served by delivering it by hand or sending it by pre-paid registered post to the address and for the attention of the relevant party whose details are set out in this clause 20 (or as otherwise notified from time to time):

**For Three** - For the attention of: 'Business Sales Director', Address: Three Ireland (Hutchison) Limited, 28-29 Sir John Rogerson Quay, Dublin 2 (Copy to 'Head of Legal' at the same address). **For the Customer** - For the attention of: 'Company Secretary', Address: As first stated above.

20.2 Any Notice shall be deemed to have been served (a) if delivered by hand, at the time and date of delivery; (b) if sent by post, at the expiration of two (2) Business Days after the envelope containing the same was delivered into the custody of the postal authorities.

## **21. Operative Law**

21.1 This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the Laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland.