

Clause 1: General terms of sale

In the absence of a specific agreement to the contrary signed by the Parties, these General Terms and Conditions of Sale (the "Contract") shall apply to any service (the "Service") provided by the Irish limited company Vizor Technology Limited ("VT") and to any sale of associated devices (the "Devices") on receipt by VT of the acceptance of the offer (the "Quote") made by it to its customer (the "Customer") at the e-mail address and within the periods stipulated by the Quote. Such written acceptance of the Quote by the Customer shall constitute the Customer's unconditional and irrevocable acceptance of its accession to this Contract. VT and the Customer shall be referred to individually as a "Party" and together as the "Parties".

Clause 2: Purpose

The purpose of the Contract is to set out the terms and conditions governing the sale of the Devices and the provision of the Services by VT. The prices and details of the Devices and the Service and in particular the length of time for which the Service is to be provided shall be stipulated by the Quote. The Service provided by VT shall consist of the grant of access, within their coverage areas, to the Sigfox network in the territories defined by the Quote (the "Network"), providing "machine to machine" or Internet of Things solutions for the Devices, subject to the taking-out of one or more subscriptions (the "Subscription(s)"), the term and number of which shall be stipulated by the Quote. If applicable, the sale of the Devices shall be accompanied by one or more Subscriptions.

Clause 3: Access, delivery, and title

Receipt by VT of the written acceptance of the Quote shall result in the activation of the Subscription(s) within a period of ten working days. Email receipt is acceptable.

The delivery of a Device shall result in the transfer to the Customer of the risks associated therewith; such transfer shall take place in the location and on the delivery date stipulated by the Quote. VT shall only transfer title to the Devices ordered on receipt of full payment of the price.

Without prejudice to any arrangements to be made with regard to the carrier, any claims in respect of visible defects and/or missing Devices and/or the non-compliance with the order of the products delivered must be notified by registered letter with acknowledgment of receipt to VT within (8) calendar days of delivery. The shipping note provided by the carrier to the Customer shall constitute proof of the delivery date.

The Customer warrants that it is acting in the context of its commercial or industrial activity or trade or profession. The Customer acknowledges that it has verified that the Devices and Services meet its requirements and it has received from VT all the information required by it to enter into this Contract with full knowledge of the relevant facts.

The Customer acknowledges that access to the Network shall require: (i) appropriate access to the internet; and (ii) connected Devices which have been or are in the course of being certified by VT/ Sigfox. The Customer acknowledges that the quality of the Service may be affected by factors beyond the control of VT.

The Customer undertakes: (i) to provide in good time to VT all the information required to permit the proper performance of the Contract; and (ii) to pay the invoices issued by VT in accordance with the terms and conditions of clause 6.

The Customer shall be solely liable, in particular but not exclusively, for any use of the Service and/or the Devices: (i) in a manner which does not comply with the instructions

provided by VT or Sigfox and/ or the use and purpose for which they are provided by VT; or (ii) for any purpose other than those listed in the second paragraph of this clause.

The Customer undertakes to comply with all laws and regulations associated with the applicable import and export controls. In particular, the Customer must comply with the export and re-export rules applicable.

The Customer undertakes to comply with all laws and regulations, as well as any good practice, standards and/or trade conventions, on any basis and in any manner whatsoever, applicable to the Devices and, more generally applicable to its business.

Clause 5: Intellectual Property

All the information and data contained in any document or information medium provided by VT in the context of the Contract (the "Accessories") shall remain the exclusive property of VT.

The prices of the Devices and the Services shall exclude any taxes payable, and the Customer undertakes to pay all taxes and/or charges of any nature whatsoever which are applicable to it, including those which may be deducted at source.

Penalties for late payment calculated at a rate corresponding to three times the statutory interest rate in force on the due date of the invoice shall be payable by the Customer in the event of late payment. Such penalties shall begin to accrue on the due date of the invoice and shall continue to accrue until the date on which payment is made. Payments shall only be deemed to have been made on full and effective encashment of the price stipulated by the Quote.

The Customer may on a reasoned basis dispute the invoice within (20) days of receipt of the invoice.

The disputing of an invoice shall not justify the non-payment of other invoices which are not disputed. In the event of non-payment, VT reserves the right to suspend the provision of the Services until such time as the Customer makes payment, without prejudice to any remedy which VT may have against the Customer and the right of VT to terminate the Contract, and any such action taken by VT shall not entitle the Customer to receive any compensation.

Clause 7: Personal Data

Each of the Parties represents that it complies with the obligations incumbent upon it pursuant to the Data Protection Act 1988 as amended in 2003 (the "Act").

The Customer shall remain exclusively and fully liable for the processing of any personal data undertaken by it on its own account and undertakes to comply with all the statutory and regulatory prescriptions pertaining to data protection.

The Customer is informed that in the context of the Contract VT shall compile personal data relating to it, which shall be processed on an automated basis in accordance with the conditions stipulated by the Act, for the purposes of managing the customer relationship and compliance with statutory and regulatory obligations. In accordance with the Act, the Customer shall have the right to access and amend the information relating to it.

The Customer may on a reasoned basis dispute the invoice within (20) days of receipt of the invoice.

The disputing of an invoice shall not justify the non-payment of other invoices which are not disputed. In the event of non-payment, VT reserves the right to suspend the

provision of the Services until such time as the Customer makes payment, without prejudice to any remedy which VT may have against the Customer and the right of VT to terminate the Contract, and any such action taken by VT shall not entitle the Customer to receive any compensation.

Clause 8: Warranties

Subject to the application of any contrary statutory or regulatory provisions in force, no warranty shall be given by VT in respect of the Devices and/or the Services.

Clause 9: Liability

VT shall use its best endeavors to guarantee the safety and integrity of the Network and any data which transits through it.

VT shall only be liable for direct damage suffered by the Customer resulting from a breach of its contractual obligations as stipulated hereby. By way of an exception, VT shall not be liable for any direct damage resulting from the use of a Device that does not satisfy its certification requirements. In any event, VT shall not be liable for any indirect or non-material damage or commercial loss.

The Customer acknowledges that VT shall have no liability in particular but without limitation in circumstances where: (i) the Devices sold as described in the Quote are transformed or modified; (ii) the Devices are repaired or maintained by persons who are not approved by VT or in a manner which does not comply with the maintenance instructions or manuals provided by VT; or (iii) the damage is attributable to the negligence or lack of experience of the Customer or user or any non-compliant use by the Customer of the Devices and/or the Network. Generally speaking, VT in particular does not warrant that the tests and assessments carried out by the Customer using the Devices and Subscriptions delivered in the context of the Contract shall be conclusive or satisfactory and its liability may not be incurred in such regard.

In all cases the liability of VT for any damage shall be limited to an amount which may not exceed the pre-tax sums effectively paid by the Customer to VT over the six (6) months preceding the event giving rise to the liability of VT. Neither Party shall be liable for any non-compliance with its contractual obligations where the delayed performance or non-performance of its obligations is due to an event of force majeure.

Clause 9: Confidentiality

"Confidential Information" shall mean any information and/or data in any form and of any kind whatsoever exchanged by the Parties, irrespective of whether it is designated as confidential, relating in particular but without limitation to commercial strategy, including the pricing, customers or suppliers of the Parties, or growth forecasts, or the technology, know-how and software incorporated into the Devices, and any technical drawings and documents relating in particular to the Devices, the Accessories and the Service.

Each Party undertakes to treat any Confidential Information received from the other Party in the same way it would treat its own information and not to disclose or use such Confidential Information for its own benefit or the benefit of a third party for any purpose other than those stipulated by the Contract, without the prior written consent of the other Party. Such obligation shall in all circumstances remain in force for a period of five (5) years from the date of the performance in full, revocation or termination of the Contract. Each Party shall guarantee that its corporate officers and personnel or any third party who may come to know any Confidential Information shall comply with the obligations set out above. By way of an exception to the foregoing, the Parties may disclose Confidential Information for the purposes of compliance with any statutory or regulatory obligation or any judicial decision and must promptly inform the Party having provided such Confidential Information of any such disclosure.

Clause 11: Termination

Should one of the Parties breach any one of its obligations pursuant to the Contract and should such breach not be remedied within a period of fifteen (15) calendar days from receipt of a notice from the other Party demanding that such breach be remedied, the other Party may automatically terminate the Contract. The rights granted pursuant to this Contract shall expire immediately after its termination. The Contract shall be unconditional and irrevocable and may not be cancelled by the Customer without the prior written consent of VT.

Clause 12: Assignment of the Contract

The Customer may not assign the rights and obligations resulting from this Contract without the prior written consent of VT.

Clause 13: Whole Agreement - Invalidity - Clause Headings

The Contract, the Quote and the acknowledgment of receipt thereof, the list of unit prices, any price reductions and the terms and conditions of payment shall constitute the whole agreement between the Parties and shall replace any oral or written agreement entered into previously and may only be amended by a rider signed by the Parties.

If any one of the provisions of the Contract is declared to be invalid or inapplicable, only such provision shall be invalid, and the other provisions shall retain their full force and scope.

The clause headings are included on an indicative basis. Thus in the event of a contradiction between the heading and the content of a clause, the content shall take precedence.

Clause 14: Governing Law - Jurisdiction

The Contract shall be governed by Irish Law.