

General Terms of Quectel Connectivity Solutions doo Beograd for IoT/M2M mobile communications services (Version as of 06/2025)

1. Scope of application / Agreement

1.1 The following General Terms (hereinafter referred to as the "**General Terms**") shall govern any and all agreements relating to the provision of mobile communication services for Internet of Things (IoT)/machine-to-machine (M2M) applications and related services (hereinafter altogether referred to as the "**Services**") concluded between Quectel Connectivity Solutions doo Beograd (hereinafter referred to as "**Quectel**") and the Customer (hereinafter referred to as "**Agreement**").

1.2 The "**Agreement**" shall consist of these General Terms, the Commercial Terms, the Service Description and any Order(s). In the event of a conflict between the documents constituting this Agreement, the order of precedence shall be as follows, in decreasing order:

- a) General Terms;
- b) Commercial Terms;
- c) Service Description; and
- d) Order,

except in a case where there is a certain clause in the Commercial Terms, which suspends a certain clause in the General Terms, so only in this case the Commercial Terms shall prevail. No standard terms or conditions of the Customer, even if referred to on any Customer purchase order or other Customer purchase documents, shall form part of the Agreement. Quectel and Customer can conclude a Clickwrap (online) agreement. If there is such possibility, the Clickwrap (online) agreement is concluded when Customer agreed with contractual terms and conditions by clicking appropriate button through an online application.

2. Effective Date

The Agreement is effective upon the date of the last Party signature and shall continue until terminated in accordance with its terms. In a case of Clickwrap (online) agreement, effective date is date when Customer agreed with contractual terms and conditions by clicking appropriate button through an online application.

3. Quectel's service obligations / Right to modify

3.1 The **Services** include the following Service elements:

- a) the provision of access to mobile communication for IoT/M2M applications with which the Customer can use mobile data connections and additional network services as well as other related services – this is done through derivative allocation of a mobile number and the provision of a SIM card encoded with the allocated number, currently in the form of a SIM card (Subscriber Identity Module Card, hereinafter referred to as the "**SIM Card**") to the Customer;
- b) the provision of mobile data communications services in the countries specified in the Agreement, based on the use of Third Party operated mobile networks, including, inter alia, by way of roaming (see Section 3.3 of these General Terms); and
- c) the provision of additional network services and other related services, including the provision of a software-based connectivity management platform (CMP); Quectel shall provide the Customer with access to the platform via a customer web portal.

The exact scope of the Services in accordance with this Section 3.1 shall be determined in each case by the Service Description (referred to as the "Service Description").

The Service Commencement Date for each Service element is the date on which Quectel makes the relevant

Service available to the Customer or notifies the Customer that the Service element is ready for use. Each Service element may have its own Service Commencement Date. The Service Commencement Date for each SIM is the date on which the relevant SIM is moved for the first time to Active state.

3.2 Quectel performs the Services within the boundaries of its technical and operational capabilities. Quectel shall use reasonable endeavours to meet any performance dates or service levels specified in the Agreement unless otherwise expressly agreed in written, all timescales shall be estimates only.

3.3 The mobile communications services referred to in Section 3.1 lit. a) and b) of these General Terms are provided by Quectel on the basis of wholesale services provided by licensed mobile network operators that either provide such services directly themselves or indirectly through maintaining underlying roaming arrangements with licensed mobile network operators in other countries. Quectel also uses subcontractors as technical service providers for the provision of individual parts of the additional network services and other related services referred to in Section 3.1 lit. c) of these General Terms.

3.4 The Customer acknowledges that the accessibility of the Network depends on many factors and circumstances, including those which are beyond Quectel's control. The parts of the Services that consist of roaming services are provided to the extent permitted under the roaming agreements between Quectel and relevant mobile network operators from time to time and subject to the restrictions that may exist in these agreements. The Service may be temporarily refused, interrupted, or limited at any time due to: (a) limitations of the Network; or (b) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Network. Individual data transmissions may be involuntarily delayed or not delivered at all for a variety of reasons, including but not limited to atmospheric conditions, topography, weak batteries, system capacity, movement outside of geographic locations in which the Service is available from time to time and gaps in coverage within said geographic locations. Customer acknowledges that not all features and/or functionalities are available in each country and that a Network in certain countries is only available for use with equipment using certain forms of technology. Communication by the Customer to Quectel for support purposes will be through agreed support channels. Upon receipt of Customer's feedback of abovementioned problem, Quectel will endeavour to efficiently respond to assist with identifying any cause and / or applying any determined resolution. All assistance provided for this purpose does not give rise to any legally binding or enforceable obligation for Quectel.

Network Sunset: Customer hereby acknowledges and accepts that (a) certain Network technologies used to provide the Service on Quectel Device Hardware or Customer Device Hardware may retire prior to the expiry of the Agreement; (b) Current Networks may be replaced by further advanced Network technologies during the Term of the Agreement. Quectel shall ensure that the Customer is given reasonable notice of any such replacement or retirement and shall work in good faith with the Customer to explore alternative technology solutions. Quectel shall, if requested by the Customer and where technically and commercially feasible, provide comparable Network technologies based on roaming agreements. The Customer agrees that maintaining

compatibility of its devices with the available Networks from time to time shall be its responsibility and any associated costs shall be borne by the Customer.

The Customer acknowledges that although the Services have been developed to minimize the risk of unauthorised interception of information, including customer data, both unauthorised and authorised interception of customer data may occur. Quectel is not responsible for such interception, provided that Quectel has taken the security measures described in the Agreement to protect the data. In certain countries restrictions to international permanent roaming may apply, such as, inter alia, China, Turkey, Brazil, etc.

Quectel utilises technical applications, systems, and processes to allow for management and control of SIMs provided to the customer. This includes, but is not limited to, cost management, usage tracking, fraud prevention, and for use in defined / controlled regions. Technical applications, systems, and processes are conditioned based on the understanding of the customer requirements at time of design with and delivery by Quectel. Based on these conditions, any activity (whether genuine or otherwise) may result in the temporary inability to use the SIM(s).

The implementation of such technical applications, systems, and processes by Quectel does not guarantee that every eventuality can be captured and / or mitigated. The customer therefore remains wholly responsible for the management and use of all SIMs provided by Quectel to the customer for the purpose in which they were supplied. Quectel will not be held responsible or liable by the customer for any impact of the service to the customer that results from limitations being applied at any time during the term of the Agreement.

The ability to adjust any technical application, system, or process by the customer is only provided at the discretion of Quectel. Any such ability can be removed at any time by Quectel should it be deemed by Quectel that inappropriate activity by the customer (intended or otherwise) has been performed. Where the customer does not have the ability to perform changes to the technical applications, systems, or processes, it can be completed by Quectel on behalf of the customer following written request to Quectel by the customer, including any signed amendments to the Agreement where applicable.

From time-to-time Quectel, upon review of technical applications, systems, and processes, may add, update, or remove any technical applications, systems, or processes without prior notification to the customer.

Customer may review the most current version of the General Terms at any time on the <https://www.acceleronix.io/wp-content/themes/acceleronix-en/file/q-terms-and-conditions.pdf> ("Term Page"). Quectel reserves the right to update and change the General Terms from time to time without notice, effective immediately, by posting the updated General Terms on the Term Page. The General Terms are accessible when Customer is accessing the Service and will reflect the date of the most recent update. Customer continued use of the Services after the revision date of any such changes shall constitute consent to such changes. Customer agrees to review the General Terms to be aware of any such revisions. Any new features that augment or enhance the current Services shall be subject to the General Terms.

3.5 Trial SIMs will be shipped to Customer delivered duty paid (DDP) and SIMs for commercial use will be shipped to Customer delivered at place (DAP), each as defined by Incoterms 2020. Risk will pass to Customer after delivery of goods. Where applicable, if SIMs (or any other items of hardware) are imported into a tax territory in order to fulfil the terms of the Agreement, Customer agrees that Customer or its importing agent shall be the importer of record.

3.6 Upon receipt of SIMs, the Customer shall promptly carry out a visual inspection to verify that the SIMs received comply with the SIM order, and that they are not damaged. In the event of a shortage of or defects in the SIMs, the Customer shall notify Quectel thereof in writing within five Business Days from the delivery.

3.7 Late Delivery: Reasonable delays in the delivery of an Order shall not entitle the Customer to refuse to take delivery of the Order and Quectel shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Customer's failure to comply with its obligations under this Agreement. If SIMs are not delivered within 10 Business Days of the Delivery Date, the Customer shall notify Quectel as soon as possible. On receipt of such notice, Quectel shall, provided that there is no dispute as to delivery, within a reasonable time send replacement SIMs free of delivery charge. Damaged SIM: If the SIMs are damaged on receipt, the Customer shall notify Quectel as soon as possible and in any event within 5 Business Days of receipt and provide written details evidencing such damage. On receipt of such notice, Quectel shall, provided that there is no dispute as to the damage or its cause, within a reasonable time send replacement SIMs free of delivery charge. The Customer shall send any damaged SIMs back to Quectel free of delivery charge. Non-Conforming Delivery: If the shipment does not conform with the Order, the Customer shall notify Quectel as soon as possible and in any event within 5 Business Days of receipt. On receipt of such notice, Quectel shall, provided that there is no dispute as to non-conformance of the delivery, within a reasonable time send replacement SIMs free of delivery charge. The Customer shall send the non-conforming SIMs back to Quectel free of delivery charge.

3.8 Quectel provides MFF2 SIMs on a full reel – no part reels and no 'strips' (the only considered exception is for trial customers).

3.9 If SIMs become faulty within the warranty period of 12 months (Quectel's warranty period), the Customer shall notify the fault to Quectel. On receipt of such notice, provided the fault is for reasons unconnected with the Customer's or any of its user's acts, omissions or misuse (including failure to follow the appropriate guidelines), Quectel's sole liability shall be to replace the faulty SIMs in accordance with the terms set in this paragraph. If the Customer returns SIMs after the warranty period has expired, then Quectel shall charge the appropriate charges for any repair or replacement.

3.10 Services cannot be used for any military purpose including but not limited to the development, licensed production, handling, use, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction, chemical, biological, missile, radiological or nuclear weapons or their delivery systems.

Quectel is not liable for any damages to the SIMs arising from: (a) Customer's actions; (b) usage and exposure of the SIMs in a manner that is not in accordance with the Agreement, including in particular the Solution Definition Document as defined in the Service Description; or (c) usage in a non-standard environment (i.e. an environment requiring a robustness not documented, such as in space, aviation, military, nuclear, offshore, gentech and life critical health monitoring environments). To the maximum extent permitted by law, these are the Customer's exclusive remedies for any failure to meet this warranty.

3.11 Provided that Quectel gives the Customer notice as early as reasonably feasible, Quectel or, as the case may be, its respective suppliers and subcontractors may occasionally:

- a) suspend the Services in an event of emergency and/or to safeguard the integrity and security of the network and/or repair or enhance the performance of the network;
 - b) provide an alternative, equivalent service, where it becomes necessary to do so.
- Quectel will endeavour to provide advance notice of any changes relating to network availability. However, subject to the provisions of the General Terms, Quectel may at any time and without notice modify the Networks and/or their attribution to certain Bundles for commercial or regulatory reasons (including where new roaming agreements are set up or existing roaming agreements are terminated).

3.12 For reasons of technological development and/or operational reasons, including in particular any changes to the relevant network operators used by Quectel as Third Party Provider, Quectel shall be entitled to change the specifications and functionalities of the Services and to adapt the Service Description accordingly, provided that the respective change does not materially reduce or impair the essential performance characteristics of the Services. This may also result in changed system requirements to be observed by the Customer (see Section 4.5 of these General Terms). Sentences 1 and 2 shall apply mutatis mutandis if Third Parties from whom Quectel obtains underlying services necessary for the provision of the Services change their services. Section 12 of these General Terms remains unaffected).

3.13 Quectel shall implement reasonable precautions to prevent any unauthorised access by Third Parties to any part of the telecommunications network used to provide the Services to the Customer, but Quectel shall not be liable for any loss or damage sustained by the Customer in the event of any unauthorised access despite Quectel's reasonable precautions.

3.14 The provision of the Services by Quectel is otherwise subject to the provisions of the Agreement and Applicable Law, in particular those of the respective Telecommunications Act applicable in the country in which the Services are provided.

4. Terms of use / Cooperation obligations of the Customer

4.1 The Customer may use the Services in accordance with the Agreement for its own purposes.

Customer can make Services available to Third Parties for their exclusive or commercial use or otherwise transfer them to Third Parties, provided that Quectel is informed in advance for the appropriate allocations and provisions whereby the Third Parties are obliged to observe General Terms.

4.2 The Services may not be used abusively. In particular, no information, goods or other services prohibited by Applicable Law shall be sent by using the Services. In particular, no information with unlawful or immoral content may be transmitted and no reference may be made to such information.

4.3 Quectel shall be entitled, in the event of a material breach by the Customer of the obligations incumbent upon it in accordance with Section 4.3 of these General Terms, to block the Services at the Customer's expense, without the Customer being exempted from the obligation to pay the agreed charges in this respect.

4.4 The Customer undertakes to comply with the system requirements for the use of the Services specified in the Service Description and to comply with the cooperation obligations specified in these General Terms and the other parts of the Agreement. Insofar as non-observance of the system requirements in accordance with the first sentence by the Customer can have a detrimental effect on network operation, in particular on network security or

network integrity (e.g. in the case of operation of non-network-compliant terminal devices by the Customer), Quectel shall in particular be entitled to block the relevant SIM Card; any further rights and claims of Quectel shall remain unaffected.

4.5 The Customer is further obliged to

- a) notify Quectel's customer service without undue delay of the loss of the SIM Card provided to the Customer;
- b) notify Quectel without undue delay in writing of any change in its name or company, legal form, address or invoice recipient, or to have a Third Party authorised to do so notify Quectel accordingly;
- c) to keep personal access data (such as passwords) secret and to change them without undue delay if it is suspected that unauthorised persons may have gained knowledge of them;
- d) to make backup copies of all Customer data used in connection with the Services at reasonable intervals in order to enable lost or destroyed Customer data to be restored with reasonable effort; and
- e) in the event of a request for information addressed to Quectel by authorities or courts in connection with the Services, to provide Quectel without undue delay with the information requested by Quectel in relation to the Customer and, in particular, to transmit to Quectel documents and information necessary to enable Quectel to comply with the relevant request for information.

4.7. The Customer shall submit all new orders by email to qcs.orders@quectel.com. Quectel is not responsible for any delays in order acceptance or processing where the order is sent to another email address or raised through other communication methods. All associated correspondence relating to orders should also be addressed to qcs.orders@quectel.com. The Customer is not permitted to cancel a purchase order or to reduce or modify ordered items or quantities after Quectel accepts and processes the purchase order. In a case of costs incurred by Quectel, the Customer is obliged to compensate Quectel for all costs, including any additional charges or fees associated with cancellation or modification to the original purchase order. Upward modifying of an order should require an additional purchase order as the original one will have started processing and cannot be changed. Quectel shall not be obliged to accept any Orders, where the proposed delivery date falls after the end of the Minimum Agreement Term. Minimum amount of equipment that can be requested in a single order ("Minimum Order Amount") and be in fixed multiples in which equipment must be ordered ("Batch Increments") as set out in the table below;

Equipment Type	Minimum Order Amount (SIMs)	Maximum delivery time (from acknowledgement of purchase order from a Customer)
Plastic SIMs (Pre-Paid)	100	6 weeks
SIM Chips (Pre-Paid)	100	6 weeks
Plastic SIMs (Post-paid)	500	6 weeks
SIM Chips		

Equipment Type	Minimum Order Amount (SIMs)	Maximum delivery time (from acknowledgement of purchase order from a Customer)
(Post-paid)	1.000	6 weeks

Above stated delivery time is subject to receiving a monthly forecast from the Customer and the SIM quantity being included in that forecast. In a case where Customer asks for an order which is less than Minimum Order Amount stated in above table, Customer will be charged for total shipping costs.

5. Charges / Objections of the Customer

- 5.1 The Customer shall pay the Charges for the ordered Services as agreed between the Parties in the Commercial Terms within thirty (30) Days of the date of Quectel's invoice, without any set-off, counterclaim or deduction. Where applicable, Quectel may set-off any amounts it owes to the Customer against any amounts owed by the Customer to Quectel under this Agreement. Quectel may, in its discretion, add interest charges, from the due date to any past due amounts at a per annum rate of seven (7) percentage points above the base lending rate of the European Central Bank, compounded daily, or the maximum rate permitted by law, whichever is less. Any one-off charges include, for example, installation, one-time Charge per SIM, IoT Platform associated one-time Charge and Equipment configuration Charge, Equipment purchase and configuration change. One-off Charges may be invoiced as from the conclusion of the Order. Monthly recurring charges include for example, Connectivity Management Platform (CMP) associated Charges, subscription fees, SIM tariffs, data usage, data overage, SMS Charges, service management, maintenance and managed equipment charges. Monthly Recurring Charges begin on the Service Commencement Date and are invoiced one calendar month in arrears.
- 5.2 Quectel will invoice and the Customer will pay all Charges in Euro, unless provided otherwise in the Agreement. Charges are exclusive of all applicable taxes (particularly including value-added, sales, use and excise taxes), customs duties, shipping costs, bank fees and regulatory and other fees or surcharges (together "Taxes"), relating to the provision of Services. The Customer will pay all such Taxes including those paid or payable by Quectel that under Applicable Law are permitted to be passed on by Quectel to the Customer, and are customarily passed on to customers by telecommunication service providers (but for the avoidance of doubt exclusive of taxes on the net income or net worth of Quectel), and any related interest and penalties for the Services, except to the extent a valid exemption certificate is provided by the Customer to Quectel prior to the delivery of any Services.
- 5.3 In the event that payment of any amount of the Charges becomes subject to withholding tax, deduction, levy or similar payment obligation on sums due to Quectel, the Customer will indemnify Quectel for such additional amounts as are necessary in order that the net amounts received by Quectel after all deductions and withholdings shall be not less than what would have been received in the absence of any such requirement to make such deduction or withholding. Should the Customer withhold any amounts without first grossing up its payments, or indicate that it will do so, Quectel may gross up its Charges to reflect such withholding amount, or otherwise include such amounts on Quectel's invoices (resulting in Quectel being subject to tax by reference to the grossed-up amount,

whilst only receiving the net amount). In all cases, the Customer will provide Quectel free of charge with appropriate certificates from the relevant authorities confirming the amount of the taxes, deduction, levies or similar payments withheld by the Customer.

- 5.4 The Customer will promptly, but in no event later than fourteen (14) Days from the date of invoice, notify Quectel in writing of any disputed invoice, together with all information relevant to the dispute, including the account numbers and trouble ticket numbers, and an explanation of the amount disputed and the reasons. The Customer must pay all undisputed amounts in accordance with Section 5.1 of these General Terms unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and any resolved amount payable within fourteen (14) Days after resolution. Interest will accrue from the due date of the invoice on subsequent payments of amounts withheld or credits on overpayments refunded.
- 5.5 Should the Customer initiate any change to the agreed billing arrangements (whether by assignment or otherwise) for the Services, and such change results in additional Tax and/or withholding tax costs to Quectel and/or its Affiliates that Quectel and/or its Affiliates are unable to fully recover (including as a result of any impact with respect to how Quectel is able to bill for the Services due to regulatory requirements), the Customer agrees to pay those additional costs and Quectel may modify the Charges accordingly.
- 5.6 Failure to pay an invoice (other than those amounts subject to a bona fide dispute in accordance with Section 5.4 of these General Terms) by the Customer within thirty (30) Days of the due date of the invoice may, at Quectel's option, be treated as a material breach under Section 6.4 lit. a) of these General Terms. Additionally, Quectel reserves the right to restrict, suspend or terminate provision of the Services and Quectel shall be released from its obligations under the Agreement with respect to such Services until any balance due is paid.
- 5.7 Where the Customer makes an aggregated payment in respect of more than one invoice, the Customer shall submit a remittance slip to show amounts paid in relation to each individual invoice. The Customer does not have to submit a remittance slip for each payment, it will do that only on the request of Quectel.
- ## 6. Term of the Agreement / Termination
- 6.1 The Agreement shall be entered into for an indefinite period of time if not otherwise determined by the Agreement.
- 6.2 Subject to the Minimum Agreement Term stipulated in the Commercial Terms, either Party may terminate the Agreement by giving ninety (90) Days' written notice to the other. Such termination shall take effect no earlier than as of the lapse of the Minimum Agreement Term or the relevant Renewal Term as per Section 6.3 below.
- 6.3 Following the Minimum Agreement Term, the Agreement will renew automatically on a month-to-month basis (the "Renewal Term") unless terminated by either Party in accordance with Section 6.2 above. During the Renewal Term, Quectel will continue to charge for Services as per the Agreement. This clause 6.3. does not apply to Prepaid Agreements including Clickwrap (online) agreements.
- 6.4 Either Party may immediately by written notice terminate the Agreement if one of the following events occurs:
- the other Party commits a material breach and has failed to rectify the breach within thirty (30) Days after the terminating Party has given its notice of default;
 - a Force Majeure event prevents the performance of the whole or a substantial part of the other Party's obligations in relation to the Services for thirty (30) Days

- after the date on which it should have been performed; or
- c) any governmental or regulatory authority with competence and/or jurisdiction over the Parties decides that the provision of the Services is contrary to existing Applicable Laws, or any decision, law or other official governmental order makes the provision of the Services illegal. In such case no damages shall be due.
- 6.5 A Party may immediately by notice terminate the Agreement if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or if it goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other Party).
- 6.6 Upon receipt of a termination notice terminating the Agreement for any reason other than for cause by either Party, a transition term of twelve (12) months shall commence (hereinafter referred to as the "Transition Term"). During the Transition Term, Quectel shall cease passing any new Orders and supplying any new SIMs but will provide all other Services in relation to SIMs which have previously been supplied to Customer at the Charges agreed in the Agreement provided that such SIMs are in the Active state at the start of the Transition Period for as long as these are in the Active state. All Orders that have been executed prior to the Transition Term shall remain unaffected and continue in full force and effect until the end of the Transition Term and the terms of the Agreement shall continue to apply to such Orders. As of the end of the Transition Term, any obligation of Quectel to provide the Services with regards to these remaining Orders shall cease.
- 6.7 Upon termination of the Agreement (including any affected Order executed under it): (a) the rights of the Parties accrued up to the date of such termination shall remain unaffected; and (b) the Customer shall co-operate fully with Quectel to recover any Quectel Equipment.
- 7. Intellectual Property Rights**
- 7.1 Intellectual Property Rights will continue to be their original owner's property, regardless of whether the rights came into existence before or after conclusion of the Agreement.
- 7.2 Quectel and Customer each respectively grant, or shall procure the grant of, to the Customer or the Quectel Group Companies, a licence to use any Intellectual Property Rights owned by it or by an Affiliate (including Quectel Software), to the extent that such licence is required by the other Party in order to fulfil its obligations or receive the benefits under 'the Agreement.
- 7.3 As well as with all of the terms of the Agreement, Customer will also comply with any Third Party Provider terms that Quectel makes known to Customer which apply to the use of the Software or Service.
- 7.4 Each licence granted pursuant to Section 7.2 of these General Terms is granted on the basis that: (i) it is non-transferable, not sub-licensable and non-exclusive; (ii) the beneficiary will not, and will not allow anyone else to: copy, decompile, adapt, translate, disassemble, modify, correct errors or reverse engineer any relevant material, unless it is permitted by Applicable Law or the grantor has given the beneficiary permission to do so in writing; and (iii) it will last until the performance or receipt of the Services ends.
- 7.5 If the Services are proven to infringe a Third Party's Intellectual Property Rights, Quectel will indemnify the Customer for losses, costs or liabilities arising in connection with the claim brought, only from the commencement of any such litigation, provided that the Customer:
- a) promptly informs Quectel and provides written details of the claim;
 - b) at Quectel's discretion, immediately gives Quectel full control of the claim;
 - c) does not make any public statement about the claim;
 - d) does not admit liability or do anything that may harm Quectel's defence of the claim;
 - e) does not settle the claim without Quectel's prior written consent (which Quectel may not unreasonably withhold or delay);
 - f) gives Quectel all reasonable assistance to defend or contest the claim (and where Quectel accepts this indemnity is applicable, Quectel shall meet the Customer's reasonable associated costs);
 - g) mitigates its losses, costs and liabilities; and
 - h) allows Quectel to make modifications to the Services to avoid potential infringement of the Third Party's Intellectual Property Rights.
- 7.6 The indemnity in Section 7.5 of these General Terms will not apply to any part of a claim that results from, or is connected with:
- a) The Customer's combination or use of any part of the Services with Customer Equipment, products, software or another service which Quectel has not provided;
 - b) the Customer modifying or replacing the Services without Quectel's written permission;
 - c) the Customer's failure to adopt modifications or replacements made by Quectel to the Services to avoid potential infringement of the Third Party's Intellectual Property Rights;
 - d) Quectel's use of materials provided by the Customer in connection with the Services;
 - e) the Customer's failure to follow Quectel's instructions in relation to the Services;
 - f) any content, designs or specifications that have not been supplied by Quectel, or on Quectel's behalf; or
 - g) the Customer's breach of the Agreement.
- 7.7 The Customer will indemnify Quectel for any claims, losses, costs or liabilities brought against Quectel that result from, or are connected with, any of the scenarios listed in Section 7.6 of these General Terms. The Customer will cease any activity that led to a claim, or might reasonably be expected to lead to a claim, against Quectel as soon as Quectel gives the Customer notice or the Customer becomes aware, that the Customer's activity was causing, or might reasonably be expected to cause, a claim against Quectel. Quectel reserves the right to request the Customer to actively defend or settle such claim. If using the Services leads to a claim against the Customer as described in Section 7.5 of these General Terms or Quectel believes it is likely to lead to one, Quectel may, at Quectel's cost:
- a) obtain the right for the Customer to continue using the Service; or
 - b) modify or replace the relevant parts of the Services so that using the Services no longer infringes a Third Party's Intellectual Property Rights, provided that the performance of the relevant parts of the Services is not materially affected.
- 7.8 If Quectel sources Equipment from a Third Party manufacturer or reseller, Quectel shall attempt to secure from it an indemnity against Third Party claims for infringement of Intellectual Property Rights in the Equipment. Quectel's

- liability to the Customer in respect of Third Party claims for infringement of Intellectual Property Rights in the Equipment (as well as the Customer Equipment sold to the Customer by Quectel pursuant to the Agreement) will not exceed the liability of the Third Party manufacturer or reseller to Quectel.
- 7.9 The indemnity in Section 7.5 and the actions listed in Section 7.8 of these General Terms are the only remedies the Customer will have for claims if the Customer's use of the Services infringes a Third Party's Intellectual Property Rights.
- 8. Data Protection / Security**
- 8.1 Due to the nature of the Services relating to IoT/M2M data, the Parties commonly assume that the provision and use of the Services will normally not involve the Processing of Personal Data.
- 8.2 However, to the extent the execution of the Agreement nevertheless involves Personal Data (e.g. use of contact details set out in the Order for mutual communication purposes), the Parties herewith agree to comply with all applicable domestic and foreign data protection laws, regulations, and any binding guidance(s) or codes of practice issued by a Supervisory Authority applicable to the Processing of Personal Data, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR"). In particular, in the event that the Customer is deemed to be a Controller of Personal Data, Customer warrants that if required by data protection related Applicable Law, it will notify the relevant Data Subjects, or as required, procure the relevant Data Subjects' properly informed consent required for the Processing of Personal Data for the purpose of providing the Services. In the event that consent is required by such Applicable Law and in the case that such consent is not provided or withdrawn and the Customer cannot otherwise justify the Processing of Personal Data in connection with the Services as being in compliance with the relevant Applicable Law in respect of one or more Data Subjects, the Customer shall promptly notify Quectel thereof and hereby acknowledges and agrees that, notwithstanding any other provision of the Agreement, Quectel shall not be obliged to continue to provide the Services in respect of such affected Data Subjects.
- 8.3 Unless otherwise stipulated by the Parties, all capitalized terms used in this Section 8 of the General Terms that are applicable to data protection matters, will have the meaning ascribed to the same lower-case terms in Article 4 of the GDPR.
- 8.4 Quectel agrees to implement and maintain appropriate technical and organisational security measures to ensure compliance with industry standards on security for the content of communications carried over the networks used by Quectel for providing the Services, and to meet any legal, statutory or regulatory duties imposed on Quectel under Applicable Law as a communication service provider. This includes, in particular, protecting relevant traffic data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access.
- 8.5 The Customer acknowledges and agrees that Quectel may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of the content of communications required by Applicable Law, court order, warrant, subpoena, or other legal judicial process to disclose any content of communications to any person other than the Customer and that Quectel will not be in breach of the Agreement for complying with such obligations to the extent legally bound. Quectel shall notify Customer as soon as reasonably feasible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- 9. Confidentiality**
- 9.1 Subject to Section 9.2 of these General Terms, each Party shall, in respect of the other Party's Confidential Information: (a) keep it confidential; (b) use it solely for the purpose of performing its obligations or exercising its rights in respect of the Agreement; (c) not disclose it to any person save to its own directors, officers, employees, sub-contractors or professional advisors (or those of its Affiliates) who need it to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; and (e) return or destroy it on termination of the Agreement other than where necessary to keep it for regulatory reasons in secure archives.
- 9.2 These provisions do not apply to the extent any Confidential Information: (a) is or becomes public knowledge without breach of the Agreement; (b) was already in a Party's possession or independently developed free of obligations of confidentiality; or (c) is received from a Third Party free of obligations of confidentiality.
- 10. Liability**
- 10.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.
- 10.2 Subject to Section 10.1 of these General Terms, neither Party shall be liable to the other, whether in contract, tort, under statute or otherwise howsoever arising under or in connection with the Agreement (including in each case negligence) for: (a) any loss of profits, business, goodwill (including pecuniary losses arising from loss of goodwill), or revenue; (b) any loss or corruption or destruction of data; (c) any special, indirect or consequential loss or damage whatsoever; and/or (d) any loss arising from the transmission of viruses, in all cases set out in this Section 10.2, whether or not that Party was advised in advance of the possibility of such loss or damage.
- 10.3 If a Party is in breach of any obligations under the Agreement, or if any other liability however arising, whether deliberate or unintentional (including liability for negligence or breach of statutory duty) arises in connection with the Agreement, then, subject to Sections 10.1 and 10.2 of these General Terms, such Party's liability to the other Party shall be limited (i) for any one event or series of connected events, to an amount equivalent to the Monthly Recurring Charges payable by the Customer in the relevant month and (ii) for all events (connected or unconnected) in any period of twelve (12) consecutive months, to an amount equivalent to the cumulated Monthly Recurring Charges payable by the Customer for such twelve (12) months period.
- 11. Force Majeure**
- 11.1 "Force Majeure" in relation to a Party, means any circumstances, events, omissions or accidents beyond the control of that Party which prevent that Party from performing any or all of its obligations, particularly including severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemics, pandemics, acts of terrorism, outbreak of military hostilities, riot, explosions, strikes or other labour unrest, sabotage, interruptions of energy supply, expropriation by governmental authorities.
- 11.2 If a Force Majeure event occurs which prevents either Party from performing an obligation under the Agreement, the affected Party is not liable to the other and will be released from its affected obligations for the period of the Force Majeure event, provided that the affected Party has notified the other Party without undue

delay in writing of the circumstances giving rise to the Force Majeure event.

12. Change Management

12.1 Quetcel shall be entitled to unilaterally change the Agreement (including changing or introducing new Charges or changing or withdrawing Services):

- a) where required to comply with Applicable Law;
- b) due to a change in Quetcel's or a Third Party Provider's charges, out-payments, operations or services; or
- c) where Quetcel reasonably determines the change is needed to maintain or improve quality of the Service.

12.2 Where Quetcel is making changes to Services under Sections 12.1 lit. a) of these General Terms, Quetcel shall not be obliged to provide the Customer with any notice, but will make reasonable efforts to do so.

12.3 Where Quetcel is making changes to Services under Sections 12.1 lit. b) and c) of these General Terms, the following shall also apply:

- a) either where such changes (in Quetcel's reasonable opinion) are materially detrimental to the Customer, Quetcel shall provide the Customer with as much advance notice as feasible, but in any event, no less than thirty (30) Days notice prior to implementing the changes; or
- b) where such changes (in Quetcel's reasonable opinion) are not materially detrimental to the Customer, Quetcel may update its Services without notice of such changes.

12.4 Termination on change: If a change under Sections 12.1 lit. b) or c) of these General Terms is materially detrimental to the Customer (in the case of increase to Charges, any increase shall be measured on a cumulative basis per calendar year), the Customer may terminate the affected part of the Agreement by giving written notice, within thirty (30) Days of being notified of the change, such notice to be effective only if Quetcel cannot resolve the concern to the Customer's reasonable satisfaction within thirty (30) Days of receipt of termination notice. For the purposes of this Section, an increase to the Customer's overall monthly invoice of more than 10% in a twelve (12) months period, shall amount to a material detriment. The Customer shall not be entitled to any compensation as a result of exercising its rights under this Section.

12.5 Section 15.2 of these General Terms shall remain unaffected.

13. Assignment / Subcontracting

13.1 Either Party reserves the right to assign all or part of the Agreement at any time to any Affiliate, subject to providing the other Party prior written notice of such assignment. Any assignment to a party other than an Affiliate requires the prior written consent of the other Party.

13.2 The Agreement will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

13.3 Quetcel may subcontract the performance of any of its obligations under the Agreement, but without relieving Quetcel from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with such Third Party for ordering, procuring or maintaining the Services as directed by Quetcel. Moreover, where required by Applicable Law (in particular, for regulatory and/or tax related reasons), Quetcel may novate relevant parts of the Agreement to a Third Party Provider that shall provide such parts of the Services.

14. Governing Law / Jurisdiction / Dispute Resolution

14.1 The Agreement and all connected disputes between the Parties are governed by, and construed in accordance with, the laws of England and Wales.

14.2 The Courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement to which the Parties irrevocably submit.

14.3 If there is a dispute out of or in connection with the Agreement, both Parties shall first use the following escalation procedure:

- a) whichever Party is affected will provide the other Party with written notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;
- b) both Parties will use reasonable endeavours to settle the dispute within fourteen (14) Days of receiving the complaint and will make sure to provide regular updates to the other Party during the fourteen (14) Days;
- c) if the dispute is not settled after fourteen (14) Days (or any other period agreed in writing by both Parties), the dispute can be escalated to a senior executive of either Party, who shall be nominated at the time; and
- d) if the dispute is still not settled fourteen (14) Days after it has been escalated, both Parties will consider mediation.

14.4 Neither Party shall institute any legal proceedings in relation to any dispute arising out of or in connection with the Agreement until the earlier of either the conclusion of the escalation procedure provided for in Section 14.3 of these General Terms or three (3) months after the date the dispute was first referred to such escalation procedure. This shall not prevent either Party from making an application to any court of competent jurisdiction to obtain an interim remedy (including any injunction) at law or in equity in relation to the dispute.

15. Miscellaneous

15.1 Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the Agreement.

15.2 Save for any changes set out in Section 12 of these General Terms, the Agreement may not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.

15.3 The Agreement supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into the Agreement) and constitutes the entire agreement with respect to its subject matter. Each Party acknowledges that in entering into the Agreement it has not relied on any representation, warranty, collateral contract or other assurance other than those set out in the Agreement, and waives all rights and remedies which, but for this Section might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

15.4 The Parties' rights and obligations, whose nature is such that they should continue beyond the termination of the Agreement, shall survive termination of the Agreement.

15.5 If any provision of the Agreement is held to be invalid or unenforceable, it will be severed from the Agreement, the remaining provisions will remain in full force and effect, and the Parties will use reasonable endeavours to promptly negotiate a replacement in good faith.

15.6 Except as otherwise specifically provided in the Agreement, no failure to exercise, or delay in exercising, any right, power or privilege set out in the Agreement will operate as a waiver of any right, power or privilege.

15.7 The Agreement does not create any right enforceable by any party who is not the Customer or Quetcel ("Third Party") under the Contracts (Rights of Third Parties) Act

1999, but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

15.8 Each Party will comply with all Applicable Laws that apply to its activities under the Agreement, including in particular any that apply to the Services provided under the Agreement.

15.9 The Parties acknowledge that products, software, and technical information (particularly including service, technical assistance and training) provided under the Agreement may be subject to export laws and regulations of other countries, and any use or transfer of such products, software, and technical information must follow all applicable regulations and international trade sanctions. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

16. General Definitions

The following general definitions also apply:

"Affiliate" means any legal entity controlling, controlled by, or under common control with a Party.

"Agreement" means all agreements relating to the provision of mobile communication services for Internet of Things (IoT)/machine-to-machine (M2M) applications and related services concluded between Quectel Connectivity Solutions doo Beograd and the Customer.

"Applicable Law(s)" means any law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) Quectel in the provision of the Services or (ii) the Customer in the receipt of the Services or the carrying out of its business.

"Business Day" means Monday to Friday, excluding any day that is a public holiday or bank holiday at the place where the relevant service obligation is to be performed.

"Charges" means any consideration for the Services payable by the Customer to Quectel, irrespective of the denomination used by the Parties, such as e.g. charges, fees, tariffs, prices, rates etc. Unless otherwise agreed in writing by the Parties, the Charges are stipulated in the Commercial Terms.

"Confidential Information" means all documentation, technical information, software, know how, business information or other materials (whether written, oral or in electronic form) concerning the business of a Party that are disclosed in confidence by the Party to the other during the term of the Agreement.

"Customer Equipment" means hardware, Software or any other tangible material not supplied by Quectel that is used with or to access the Service. Any Equipment the Customer purchases from Quectel shall be considered to be Customer Equipment once title has passed to the Customer except SIMs.

"Days" means consecutive calendar days.

"Equipment" means device hardware, SIM Cards and any other tangible equipment supplied by, or on behalf of, Quectel to the Customer for use in receiving the Services. Equipment excludes Customer Equipment.

"Intellectual Property Rights" means (a) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

"Party" means either Quectel or the Customer and **"Parties"** means both Quectel and the Customer.

"Software" means a machine executable computer program, software module or software package or any part thereof (in object code only) which Quectel licences to the Customer, or grants the Customer access to, as part of the Services, irrespective of how it is stored or executed, and including all fixes, modifications, enhancements, translations, updates, upgrades and derivative works.

"Third Party" means any party who is not the Customer or Quectel as defined in Section 15.7 of these General Terms. Affiliates are not Third Parties.

"Third Party Provider" means a Third Party contracted by either Quectel (including Quectel Group) or the Customer that provides a part of the Services, a Third Party service or a service that connects to the Services.

Additional Definitions:

API means application programming interface.

Connected Networks means the Networks that are associated with the Bundles as chosen by Quectel for the relevant SIM and should be defined in the Agreement within the Commercial Terms.

CMP (Connectivity Management Platform) means the platform that supports the connectivity Services provided by Quectel and through which Customers can self-service manage the connectivity Services and the SIM.

ICCID means the integrated circuit card identifier.

IMSI means international mobile subscriber identity number.

MSISDN means the mobile station international subscriber directory number.

Network means the communications network and the equipment and premises that are connected to the networks that are used by Quectel.

Network Tier(s) means the charging group that a set of Networks is associated with as set out in the Commercial Terms of the Agreement and as amended from time to time in accordance with the Agreement.

Recovery Charge means any amount payable by Customer for failure to meet commercial commitments which should be defined in the Agreement within the Commercial Terms.
