

1 DEFINITIONS

1.1 In this Agreement, the following terms, used both in the singular or plural forms, shall have the following meaning:

- (i) "Atlas" means the service which determines a Connected Object's geographical location based on signal strengths of such object's transmissions as received by the SIGFOX Network.
- (ii) "Base Station" means the SIGFOX base station which is the local hub collecting information from Connected Objects from its geographical area and communicating them to the backhaul.
- (iii) "Best Industry Practice" means, in relation to any activity or service, the practice or standard for that type of activity or service (in terms of quality, productivity, effectiveness and performance) that would reasonably be expected of a diligent and skilful information and communications technology service provider performing a comparable activity or service and, in relation to the Services to be provided to SUBSCRIBER by THINXTRA under this Agreement.
- (iv) "Certified" means "P1" and/or "P2" certification has been issued by a SIGFOX authorised Person in respect of an object, attesting compliance with all technical criteria necessary for connecting such device to the SIGFOX network.
- (v) "Client" or "SUBSCRIBER customer" means SUBSCRIBER's customers or end users.
- (vi) "Confidential Information" means all financial, business and technical information and all other information (whether written, oral, in electronic form and other media), concerning the strategic choices, advantages, development, information concerning a Party's business and the trade business secrets of a Party and more broadly any confidential document concerning the Agreement.
- (vii) "Connected Object" means a Provisioned Object.
- (viii) "Coverage Map" means the information publicly accessible on www.sigfox.com, displaying the geographic area of the SIGFOX Network referring to approximate geographic areas the estimated coverage of the SIGFOX Network does not constitute a commitment of effective coverage, nor a warranty, guarantee, representation of any kind in relation to the availability or quality of the SIGFOX Network.
- (ix) "Deposit" means the deposit required for a Volume Commitment Pricing Plan calculated in accordance with clause 4 in Appendix One.
- (x) "Duration" means the minimum period that a Connected Object is committed in the relevant Order and to be invoiced for, commencing at the of Provisioning.
- (xi) "Duration Discount" means the discount applicable in relation to a Volume Commitment being 10 per cent for a three year Duration and 15 per cent for a five year Duration or any other discount for a Duration of a Volume Commitment as agreed in writing between the parties.
- (xii) "Effective Date" means the date on which SUBSCRIBER has placed an Order subject to this Agreement.
- (xiii) "Expiry Date" means the date which is seven years from the Effective Date.
- (xiv) "Frame(s)" means data emitted or received by a Connected Object.
- (xv) "Intellectual Property" means trademarks, rights in domain names, copyright, patents, designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers and benefits in respect of the same;
- (xvi) "miniBS" means a mini Base Station which is typically used to provide lower capacity rural or temporary coverage.
- (xvii) "Order" means the order pursuant to which SUBSCRIBER orders a Service in the THINXTRA or SIGFOX portal.
- (xviii) "PAYG" refers to the Pay As You Grow Pricing Plan as described in Appendix One.
- (xix) "Person" means a person, incorporated entity, company, trust, cooperative or similar.
- (xx) "Price Grid" means the Subscription pricing as set out in Appendix Three and as may be updated by THINXTRA from time to time in accordance with this Agreement.
- (xxi) "Pricing Plan" means the plan structure (whether it be PAYG or Volume Commitment), including the Price Grid as may be offered by THINXTRA in accordance with this Agreement as set out in the Appendices.
- (xxii) "Provisioning" means the act of loading of an Unconnected Object's unique identification number to an Order, meaning it is thereafter authorised to transmit on the SIGFOX networks, thereafter known as a Connected Object.
- (xxiii) "Ramp Duration" means the duration that the quantity of Connected Objects related to a Volume Commitment is expected to be deployed in an Order.
- (xxiv) "Service(s)" means the product(s) and/or service(s), as the case may be, described in this document, as may be updated by written agreement between the parties from time to time during the term of this Agreement.
- (xxv) "SIGFOX Network" means the low-throughput cellular network and associated architecture deployed by THINXTRA and based on SIGFOX technology (using ultra-narrow band).
- (xxvi) "Subscription" means the price payable for the connection of an object to the SIGFOX Network, in accordance with the relevant Pricing Plan.
- (xxvii) "Subscription Level" means one of the levels "ONE", "SILVER", "GOLD" or "PLATINUM" as defined in APPENDIX 1.
- (xxviii) "Subscription Plan" means either the PAYG Plan or the Volume Commitment Plan;
- (xxix) "Subscription Pricing" means the pricing for the Subscription calculated in accordance with this Agreement;
- (xxx) "Territory" means worldwide
- (xxxi) "Unconnected Object" means a Certified object which is capable of being connected to the THINXTRA/SIGFOX networks, but not yet Provisioned.
- (xxxii) "Volume Commitment" means the minimum number of objects committed in the Order that must be achieved and paid by SUBSCRIBER according to the principles set out in APPENDIX 1.

2 PURPOSE

2.1 The purpose of the Agreement is to set out the terms and conditions on which:

- (i) THINXTRA provides the Service to SUBSCRIBER;
- (ii) SUBSCRIBER pays THINXTRA for the Services;
- (iii) SUBSCRIBER uses the Services whether for its own internal purpose or for provision to its Clients;
- (iv) This document and related Order, may be updated from time to time by THINXTRA and posted on www.thinxtra.com/GTOOS

3 TERM

3.1 Subject to clause 3.5(ii) below, the Agreement shall commence on the Effective Date and continue until the Expiry Date ("Term").

3.2 This Agreement may be renewed by SUBSCRIBER, if SUBSCRIBER gives written notice to THINXTRA no later than six months before the expiry of the Term that SUBSCRIBER wishes to renew this Agreement with effect from the expiry of the Term for one renewal term of three years ("Renewal").

3.3 In relation to SUBSCRIBER's notice of Renewal, within 20 Business Days of receipt of SUBSCRIBER's notice of its desire to renew, THINXTRA shall advise SUBSCRIBER whether it is willing to provide the Services during the Renewal.

3.4 Orders

- (i) Each Order comes into force on the date and for the duration set out in that Order and in accordance with the Pricing Plan as may be updated by THINXTRA from time to time in accordance with this Agreement.
- (ii) Where there is a current Order in place as at the Expiry Date this Agreement will continue until such Order is complete.
- (iii) Any Order shall be governed by this Agreement.

4 SUBSCRIBER OBLIGATIONS

4.1 During the Term SUBSCRIBER shall ensure that it:

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- (i) uses only Certified Objects ; and
- (ii) includes provisions in its contracts with Clients relating to the Clients' obligation to only use Certified Objects on the SIGFOX network.

5 OBLIGATIONS APPLICABLE TO THINXTRA

5.1 GENERAL

- (i) THINXTRA shall:
 1. Perform all its obligations under the Agreement in accordance with good industry practice, and all laws and regulations applicable to THINXTRA in force at any time during the term of this Agreement;
 2. Ensure that its staff and employees have the necessary skills to perform the relevant tasks and comply with its obligations contemplated under this Agreement;
 3. Provide to SUBSCRIBER the support capability as described in Appendix 2.
 4. Provide Level 2 support for SUBSCRIBER and SUBSCRIBER's Customers in relation to the Service;
 5. Provide end-to-end sales proposal support (being support to both SUBSCRIBER and SUBSCRIBER Customers);
 6. Provide SUBSCRIBER with access to THINXTRA's connections/billing portal; and
 7. Provide SUBSCRIBER with real time connection and service billing details in relation to each SUBSCRIBER Customer.

5.2 SUPPLY OF THE SERVICE

- (i) THINXTRA shall, during the term of the Agreement, provide the Service to SUBSCRIBER in accordance with the terms of this Agreement.

5.3 AVAILABILITY OF THE SERVICE

- (i) The Service is available in the Territory within the limit of the Coverage Map.
- (ii) THINXTRA warrants that the Service will be provided in accordance with the Service Level Agreement ("SLA") set forth in APPENDIX 2.
- (iii) THINXTRA may suspend the Service for any maintenance, modification and technical failure of the SIGFOX Network and additionally to safeguard the security and integrity of the SIGFOX Network provided that THINXTRA shall keep all suspensions to a minimum and shall give SUBSCRIBER prior notice of such suspension where reasonably practicable, as set out APPENDIX 2.
- (iv) SUBSCRIBER also acknowledges that access to the SIGFOX network, quality and availability of the Service, may be affected by elements outside of THINXTRA's reasonable control, including, but not limited to, atmospheric conditions, physical obstructions, other radio interference or services caused by third parties and THINXTRA will not be liable to SUBSCRIBER for any loss caused as a result of such elements.

5.4 COMPLIANCE WITH THE SLA

- (i) THINXTRA shall ensure:
 1. that the Services are provided in accordance with the Service Levels set out in APPENDIX 2;
 2. the SIGFOX Network in the Territory is maintained in order to ensure its proper operation, use and level of performance, including the SLA obligations in APPENDIX 2.

5.5 WARRANTIES

- (i) THINXTRA warrants to SUBSCRIBER that THINXTRA has all necessary rights and licences required to provide the Services and perform its obligations in accordance with this Agreement.
- (ii) THINXTRA warrants that it has obtained all necessary rights and licences to use all Intellectual Property that may be required for the purpose of supplying the Services to SUBSCRIBER.

6 OBLIGATIONS APPLICABLE TO SUBSCRIBER

6.1 USE OF THE SERVICES FOR ITS OWN PURPOSES

- (i) SUBSCRIBER acknowledges that the SIGFOX Network is subject to national regulations, including as applicable:
 1. The radio and telecommunications regulations of Australia
 2. The radio and telecommunications regulations of New Zealand
- (ii) SUBSCRIBER:
 1. shall comply with the regulation applicable in the Territory and especially related to the use of the spectrum by Connected Objects;
 2. shall refrain from using the Service in connection with illegal activities (terrorism, crime, etc.) and/or military applications designed for the military items, such as war material, development and/or the product including weapons and their ammunitions, subsystems and recharges for such war material, and any computer services in connection to them;
 3. shall refrain from using the SIGFOX Network to store or transmit libellous, or otherwise unlawful material, or to store or transmit in breach of third-party privacy rights;
 4. shall refrain from interfering with or disrupting the integrity of the SIGFOX network;
 5. shall refrain from gaining or attempting to gain unauthorized access to the SIGFOX network or its related systems other than where SUBSCRIBER has obtained the prior written approval of THINXTRA and/or SIGFOX in relation to such access;
 6. shall refrain from connecting to the SIGFOX Network, any object, equipment, material, products or systems that have not obtained a Certification except where a waiver for device development has been granted in advance by THINXTRA to SUBSCRIBER and the device development involves limited quantities under a separate test account;
 7. shall refrain from reverse engineering, disassembling or decompiling any software in object code embedded in Certified Objects or obtaining such in any other way;
 8. shall respect all laws and regulations into force at any time during the term of this Agreement, which apply to it and/or its obligations under the Agreement.

6.2 Provision and Support of Services

- (i) SUBSCRIBER shall:
 1. procure compliance by its Clients with any relevant obligations in this Agreement concerning the use of the Service;
 2. ensure that it has a sufficient number of suitable qualified personnel who have the requisite skills and expertise to resell the Services to SUBSCRIBER customers;
 3. check and inform the Client of the adequacy or, as the case may be, the technical limitations of the Service with respect to the Client's specific needs, as well as to its technical environment;
 4. deal, in the first instance, with any complaints or requests from Clients regarding the Service; and
 5. immediately inform THINXTRA of any material comment or complaint from the Client of which it may become aware concerning or related to the SIGFOX Network.

7 COMMUNICATION - PROMOTION

- 7.1 Any press release is authorized on condition of the prior written consent of both Parties.
- 7.2 Communication and/or marketing tools with THINXTRA and/or SIGFOX logo and trademark are authorized only with the prior written consent of THINXTRA.

8 FINANCIAL CONDITIONS

8.1 PRICE

SUBSCRIBER shall pay THINXTRA the fees in accordance with this Agreement and pursuant Order.

8.2 INVOICE AND PAYMENT

- (i) THINXTRA shall calculate, and SUBSCRIBER shall pay for, each monthly invoice in accordance with paragraph 4 of Appendix One.

8.3 LATE PAYMENT

- (i) Other than where any part of an invoice is in dispute, if the payment of the price and fees is not made at the due date

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- (ii) SUBSCRIBER shall pay default interest from the date on which payment of that amount falls overdue until the date on which payment of the overdue amount is made in full. Default interest will accrue and be calculated on a daily basis (after as well as before judgment) at the rate of two percent (2%) per annum above the then current Commonwealth Bank of Australia commercial base lending rate compounded monthly.
- 9 INTELLECTUAL PROPERTY**
- 9.1 THINXTRA hereby grants to SUBSCRIBER a non-exclusive licence to use the THINXTRA and SIGFOX Intellectual Property solely to the extent necessary for SUBSCRIBER to use the Services in accordance with the terms of this Agreement.
- 9.2 Pre-existing Intellectual Property: Unless expressly agreed otherwise in writing signed by a duly authorised senior representative of each Party, any pre-existing Intellectual Property which is not developed or created under this agreement (Pre-existing Intellectual Property), but which is used for the purposes of this agreement, will remain the property of its owner as at the Effective Date.
- 9.3 Enhancements to Pre-existing Intellectual Property: any development, enhancement, modification or change to any Pre-existing IP which is developed or created under this agreement will be owned by the person who owns the relevant Pre-existing Intellectual Property;
- 9.4 Any written reproduction or use of any THINXTRA or SIGFOX proprietary sign on any support (including advertising, white papers, documentation, reproduction/adaptation) shall be subject to and made in accordance with the branding guidelines as made available from time to time by THINXTRA and with prior written approval by THINXTRA. Notably and without limitation, the use of any THINXTRA proprietary sign in a domain name or in a web site shall be subject to THINXTRA's prior and written consent.
- 10 DATA AND INFORMATION**
- 10.1 SUBSCRIBER acknowledges that THINXTRA may be able to access information concerning Clients and/or belonging to Clients and particularly the personal data.
- 10.2 The parties acknowledge that access to Client information and personal data and the processing of such data is subject to legal and regulatory obligations and must follow legal and regulatory processes.
- 10.3 SUBSCRIBER agrees and warrants that the processing, including the collection and transfer of Client data will be carried out in accordance with relevant data protection laws and regulations.
- 10.4 In the case a SUBSCRIBER uses the Atlas Service, SUBSCRIBER acknowledges that THINXTRA and SIGFOX process data as necessary for the provision, management and development of the Service.
- 11 CONFIDENTIALITY**
- 11.1 The Parties will not disclose Confidential Information of the other Party or any part thereof to anyone for any purposes, other than employees, contractors, or other parties authorized under this Agreement for the purpose of exercising the rights expressly granted under this Agreement, which employees, contracts or other parties must be bound by confidentiality obligations at least as protection of such Confidential Information as this Agreement. Each Party agrees that it will protect the other's Confidential Information from unauthorized use with the same degree of care that it uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Each receiving Party will take all reasonable steps to protect the disclosing Party's Confidential Information from unauthorized copying or use by its employees and others, and to immediately notify the disclosing Party if it becomes aware of such unauthorized copying or use. Notwithstanding the foregoing, the receiving Party will not be prohibited from disclosing Confidential Information as required by law or valid order of a court or other governmental authority, provided that in such a case of a legally compelled disclosure, the receiving Party shall promptly notify the disclosing Party and take reasonable steps to assist in contesting such order or in protecting the disclosing Party's rights prior to disclosure.
- 11.2 These confidentiality obligations will apply during the entire term of this Agreement, and for a period of three (3) years after the expiry or termination of the Agreement.
- 12 ASSIGNMENT**
- 12.1 Neither Party shall assign, transfer, novate, encumber this Agreement in full or in part, or any or all of its rights and obligations under this Agreement, without the prior written consent of the other Party.
- 13 SUBCONTRACTING**
- 13.1 In case of sub-contracting by a Party, this Party shall remain fully liable for the performance of all their obligations under the Agreement (for example the obligation of confidentiality) and guarantee that its subcontractor is in compliance with applicable laws.
- 14 SUSPENSION OF THE SERVICE**
- 14.1 **SUSPENSION OR TERMINATION WITH NOTICE**
- (i) If SUBSCRIBER materially breaches this Agreement, THINXTRA will give SUBSCRIBER written notice of the breach (which may be given by email). If SUBSCRIBER does not fix the breach within 30 Business Days after SUBSCRIBER receives the notice, THINXTRA may:
1. suspend the Service until SUBSCRIBER remedies the breach; or
 2. terminate this Agreement.
- (ii) If either Party becomes insolvent (or is presumed to be insolvent under any applicable law), is the subject of a winding up application (except for a frivolous or vexatious application), has a liquidator, receiver, administrator or statutory manager appointed to all or substantially all of that person's property or assets, then the Party may terminate this Agreement immediately on notice, and recover any loss suffered as a result.
- (iii) If THINXTRA materially breaches this Agreement, SUBSCRIBER will give THINXTRA written notice of the breach (which may be given by email). If THINXTRA does not fix the breach within 30 Business Days after receiving the notice, SUBSCRIBER may do one or more of the following things (without limiting any other right or remedy SUBSCRIBER may have):
1. suspend payment of the fee for the affected Service until THINXTRA fixes the breach; or
 2. terminate this Agreement.
- 14.2 **TERMINATION OF ORDERS**
- (i) SUBSCRIBER may terminate an Order at any time without penalty where:
1. The Service has continually failed to meet the Service Levels; or
 2. Coverage is not available in relation to such Order; or
 3. SUBSCRIBER's client relationship is at risk due to the Service's failure to meet Service Levels.
- 14.3 **TERMINATION BY THINXTRA**
- (i) THINXTRA may, on written notice to SUBSCRIBER and without limiting its other rights and remedies terminate this Agreement where:
1. it is a requirement to terminate this Agreement in accordance with an order from law enforcement, a judicial body, or other government agency or regulatory body except where such order is a result of the act or omission of THINXTRA and/or SIGFOX;
 2. provision of the Service is or may become unlawful under any applicable law except where the Service has or may become unlawful as a result of the act or omission of SIGFOX or THINXTRA;
- 14.4 **CONSEQUENCE OF TERMINATION**
- (i) In case of termination of the Agreement by THINXTRA under clause 14.1 and without prejudice to damages which might be demanded by THINXTRA, SUBSCRIBER shall immediately pay any unpaid fees due owing to THINXTRA as at the termination date.
- (ii) If one of the Parties terminates the Agreement or if a court having jurisdiction orders the termination or rescission of the Agreement, the clauses entitled "Intellectual Property" and "Confidentiality" shall remain effective for the entire duration of their own term.
- (iii) If the Agreement is terminated or if it is not renewed, SUBSCRIBER undertakes to promptly return to THINXTRA all the items and documents of any nature which may have been provided or made available to SUBSCRIBER.
- 15 LIABILITY**
- 15.1 **LIABILITY OF THINXTRA**

- (i) THINXTRA is liable to SUBSCRIBER for the performance of its obligations defined in the Agreement and consequently undertakes to compensate for any direct loss caused to SUBSCRIBER resulting from a breach of the THINXTRA contractual obligations within the limit of a financial cap equal for all damages to the amount of the price paid by SUBSCRIBER to THINXTRA in the 12 months preceding the event giving rise to such claim;
 - (ii) Neither party shall, in any circumstances, be liable to the other party (and, in the case of THINXTRA to Clients), for indirect damages, including, but not limited to, the operating losses, losses of clients, commercial damages, losses of reputation, of data and/or of files, which may, in the case of THINXTRA's liability to SUBSCRIBER, result from the implementation of the Services by SUBSCRIBER, from the inability to implement these Services, or from the use of these Services.
 - (iii) Unless expressly stated in this Agreement, THINXTRA disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 15.2 LIABILITY OF SUBSCRIBER
- (i) SUBSCRIBER is responsible for the good compatibility of Connected Objects with the Service and the SIGFOX Network.
 - (ii) SUBSCRIBER accepts as its responsibility the relationship with Clients. In this respect, SUBSCRIBER is responsible for dealing with complaints and claims from its Clients regarding the Service and/or the Connected Object subject to THINXTRA's support obligations set out in this Agreement.
- 16 MISCELLANEOUS CLAUSES
- 16.1 NO WAIVER
- (i) The fact, for one of the Parties, to abstain in one or several instances from relying on one or several provisions of the Agreement shall not, in any circumstances, imply that the relevant Party waived its right to rely on said provision in the future.
- 16.2 AUTONOMY OF THE AGREEMENT
- (i) The Agreement cancels and replaces any prior agreement, whether written or verbal, between the Parties relating to the same matter, and expresses the entire obligations of the Parties with respect to the matter hereof.
 - (ii) Notwithstanding the above, SUBSCRIBER acknowledges that this agreement may be updated or amended by THINXTRA from time to time for technological or commercial purposes, SUBSCRIBER also acknowledges that THINXTRA may change or update the SIGFOX Network.
- 17 APPLICABLE LAW – DISPUTES
- 17.1 The Agreement shall be construed and enforced in accordance with the laws of NSW, Australia.

APPENDIX 1. SERVICE PLANS, PRICING AND INVOICING

1 PRICING PLAN

- 1.1 Subject to clause 1.3 below, the Pricing Plan may be updated by THINXTRA from time to time during the Term and includes the Price Grid.
- 1.2 If any of the Subscription pricing on a new Price Grid is increased, this increase shall come into effect 3 months after the new increased Price Grid has been notified in writing to SUBSCRIBER and shall not apply to existing Orders nor to those Clients whose Connected Objects are subject to a fixed term supply contract.
- 1.3 Connected Objects which roam on other territories' networks for a period shall be charged at the Price Grid applicable to that territory (see www.sigfox.com for details) for that period, as advised by THINXTRA to SUBSCRIBER in writing. Any amounts in foreign currencies shall be converted to Australian Dollars at the spot rate at the time of invoice.

2 ORDERING

- 2.1 SUBSCRIBER must place an Order corresponding to one of the Subscription Plans.
- 2.2 SUBSCRIBER must use the order tools and ticketing tools, where provided by THINXTRA in accordance with its reasonable online terms and conditions of use.
- 2.3 Each Order will specify the Subscription Level that is to apply in accordance with Table A below.

TABLE A

| Subscription Level | Uplink | Downlink |
|--------------------|--------|----------|
| Platinum | 140 | 4 |
| Gold | 100 | 2 |
| Silver | 50 | 1 |
| One | 2 | 0 |

Messages per day per Activated Object

- 2.4 PAYG Plan
 - (i) Where SUBSCRIBER chooses a PAYG Pricing Plan then, at the time of Provisioning of Objects, the Price Grid is locked in for the PAYG Duration or one year, whichever is the longer.
 - 2.5 Volume Commitment
 - (i) Where SUBSCRIBER chooses a Volume Commitment Pricing Plan, the Price Grid is locked in for the Order Duration, being the total of the Ramp Duration and the Subscription Duration. "**Ramp Duration**" means the duration that the quantity of Connected Objects related to a Volume Commitment is expected to be deployed in an Order.
 - (ii) If objects are Provisioned to the Order before expiry of the Ramp Duration, such objects will have Subscriptions priced using the locked Price Grid as in 2.5(i) above.
 - (iii) If objects are Provisioned to the Order after expiry of the Ramp Duration, for quantities in excess of the Volume Commitment, such objects will have Subscriptions priced using the Price Grid in force at the time, using the volume tranche at the time of Order acceptance.
- 3 PROVISIONING
- 3.1 THINXTRA shall provide tools and services to enable SUBSCRIBER to manage Provisioning of the objects for each of their Orders.
 - 3.2 For PAYG objects, at the time of Provisioning, the Connected Object is assigned to its volume tier and Subscription level.
- 4 INVOICING
- 4.1 THINXTRA shall determine the number of Connected Objects in a month and calculate the Subscription Pricing in accordance with the relevant Subscription Levels and the relevant Subscription Plan ("**Monthly Subscription Price**").
 - 4.2 THINXTRA shall then provide SUBSCRIBER with an invoice which will contain the following:
 - (i) Details of the invoice charge listing the number of Connected Objects for the invoice month at each Subscription Level, plus any details of excess frames and their associated fees, plus details of any other charges
 - (ii) The Monthly Subscription Price;
 - 4.3 Invoices (not genuinely in dispute) are due and payable by SUBSCRIBER within a period of thirty (30) days as from the date of the invoice, unless otherwise specified in the billing option (if any) chosen by SUBSCRIBER.
 - 4.4 Invoicing for a Connected Object will commence on the 1st day of the month following the date of Provisioning and shall finish on the last day of the month in which the object is disconnected.
 - 4.5 Invoicing shall continue for the entire Duration of the Order for each Connected Object.

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- 4.6 Objects connected for a Duration shall be liable to monthly invoicing until the Duration has expired.
- 4.7 In calculating any amounts due under monthly invoices, THINXTRA shall aggregate all the Connected Objects of SUBSCRIBER and SUBSCRIBER's Customers so that SUBSCRIBER may benefit from the relevant Subscription Level pricing for that number of aggregated Connected Objects.
- 4.8 Pay as you Grow (PAYG) Plan
- (i) SUBSCRIBER can choose whether to use a PAYG plan or a Volume Commitment Plan, or a combination of both plans.
- (ii) Invoicing of Subscriptions on a PAYG plan shall show separate invoice line items for each Subscription Level (i.e. Platinum, Gold, Silver and/or ONE), itemised by the volume tier of the relevant Price Grid as set out in Appendix 3.

Example: SUBSCRIBER has 15,000 Connected Objects at the Silver Subscription Level. The Subscription price for the Silver Subscription Level on a PAYG plan will be as follows:

1. 1000 Connected Objects at \$x per Connected Object; plus
 2. 9000 Connected Objects at \$y per Connected Object; plus
 3. 5000 Connected Objects at \$z per Connected Object.
- (iii) Monthly charges shall be calculated as the annual Price Grid amounts divided by 12 to yield the monthly billable amount.
- 4.9 Volume Commitment Plan
- (i) Subject to paragraphs 4.1 to 4.10 above, invoicing of Subscriptions for Connected Objects on a Volume Commitment plan shall be calculated monthly as follows:
1. The Volume Commitment will be advised by SUBSCRIBER to THINXTRA in the relevant Order. The Subscription Level will be determined at time of Provisioning of the Connected Object. The Subscription price of each Connected Object under the Volume Commitment Plan will be determined from the Pricing Plan in force at the time of the first Order.
 2. In calculating the monthly invoice amount THINXTRA will apply any Duration Discount to the Volume Commitment Subscription price and multiply this number by the number of Connected Objects in the Order and divide this number by 12 to yield the monthly billable amount.
 3. The first monthly invoice for any year of an Order shall include a non-refundable Deposit, being an amount equal to a percentage of the Volume Commitment for one year multiplied by the "ONE" tier Subscription Level price, less any Duration discounts. The percentage is determined as follows:

$$\text{Percentage} = \frac{\text{Year of Order}}{\text{Ramp Duration}}$$

4. The invoices for months 1 to 12 shall be offset against the Deposit, and any excess invoice amount shall be payable in cash.
 5. For subsequent years, a further non-refundable Deposit shall be charged at the commencement of each year, commencing at month 13, continuing for the Order Duration. Each such Deposit shall be a percentage of the Committed Volume for one year multiplied by the "ONE" tier Subscription Level price, less any Duration Discount. The percentage shall be determined in accordance with the formula set out in paragraph (iv) above. This Deposit shall likewise be offset against monthly invoices, and any balance remaining each 12th month carried forward in lieu of committed volume.
 6. At the end of the Order, any remaining Deposit balance shall be invoiced to clear the Deposit in lieu of connection charges, and shall not be refunded.
- (ii) Any Connected Objects still active at the end of the Order shall continue to be connected at the Order's Committed Volume at the Price Grid in force at that time on a monthly basis, until the Subscription is terminated by SUBSCRIBER in accordance with this Agreement
- (iii) After the expiry of a Duration, the Subscription shall continue and may be terminated by SUBSCRIBER upon 30 days' written notice to THINXTRA.
- 4.10 Connection Management
- (i) Where SUBSCRIBER requests in writing that THINXTRA disconnect any Connected Object:
1. prior to the expiry of a Duration, then the relevant Subscription will continue to be invoiced monthly until the Duration has expired. In such cases, SUBSCRIBER may elect to reallocate the Subscription to another object.
 2. If the Duration of such Connected Object has expired, then THINXTRA will cease the Subscription monthly invoicing at the end of the month of disconnection.
- (ii) THINXTRA may disconnect a Connected Object where an invoices (which is not in dispute) has fallen into arrears by more than two invoice cycles (month).
- (iii) THINXTRA may disconnect a Connected Object where it is transmitting more than the Platinum limit of Frames (140 frames per day on average for a month) and THINXTRA has notified SUBSCRIBER of such transmission and SUBSCRIBER has failed to rectify this within 10 days of such notice.
- (iv) Disconnected objects may be reconnected upon application by SUBSCRIBER to THINXTRA and may be liable to a reconnection fee which is equal to 6 months' Subscription for the relevant Object. Reconnection fees are not subject to any discounts.
- (v) Connected Objects may be reallocated where requested by SUBSCRIBER to THINXTRA which would allow another Connected Object to use the remaining Duration of a disconnected object. The reallocated Connected Object will be required to be disconnected, and its Subscription transferred to another Connected Object. Such reallocation will be liable to a reallocation fee which is equal to 6 month's Subscription for that Object. Reallocation fees are not subject to any discounts.
- (vi) In the case of Connected Objects ceasing to function for any reason, the remaining unused connection time can be transferred to another Object for a transfer fee as may be determined from time to time which shall not exceed 6 month's Subscription. Transfer fees are not subject to any discounts
- (vii) SUBSCRIBER may request an upgrade to the Order at any time during the term of the Order in order to elevate the Subscription Level and THINXTRA will fulfil such request. No transfer fees will apply in relation to such upgrade.
- 4.11 Excess Frames
- (i) Objects which in a billing month have transmitted in excess of their Frame allowance for the Subscription Level shall be billed at the correct Subscription Level + 30% excess fee for that month, and in the case the allowed frames for the Platinum Subscription Level have been exceeded, SUBSCRIBER shall be billed pro-rata relative to the number of Frames transmitted over and above the Platinum frames allowance plus 30%.

APPENDIX 2. SLA

This Appendix 2 may be updated by THINXTRA from time to time to reflect Sigfox international SLA updates.

The components of the Service, the service level agreement ("SLA"), the operational level agreement ("OLA") and the support service are described in this Appendix.

- 1 DEFINITION OF THE COMPONENTS OF THE SERVICE
- 1.1 IoT Communication Services that consist of:
- (i) Coverage of the territories with the network

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- (ii) Conveying uplinks Frames from SIGFOX base stations to SIGFOX cloud where data will be rendered available for SUBSCRIBER,
- (iii) Conveying downlink Frames from the SIGFOX cloud to the SIGFOX base stations when requested and if the abovementioned service has been subscribed,
- (iv) Managing incidents related to SIGFOX connectivity and SIGFOX cloud.
- (v) THINXTRA portal and APIs service that includes a set of tools to access the information.

2 SLA

2.1 Definition of the SLA indicators

- (i) Australian Coverage:
 - (a) 1 January 2017: coverage of 40% of the population
 - (b) 1 July 2017: coverage of 71% of the population
 - (c) 31 December 2017: coverage of 85% of the population
 - (d) 31 December 2017: coverage of 2% of the Territory land area as detailed on the Coverage Map.
- (ii) For the transmission time of Frames: THINXTRA shall ensure (excluding for reasons provided for in section 2.3(v) of this Appendix) that 99.00% of Frames received by one or more Base Stations of the SIGFOX Network, are delivered at SIGFOX cloud interface in less than sixty (60) seconds.
- (iii) For the availability of the THINXTRA Communication Services: THINXTRA shall ensure that 99% (excluding reasons provided for in section 2.3 (v) of this Appendix) of availability for the coverage (Frames transport and routing platform) and SIGFOX Network (Base Stations and backhaul links) availability.
- (iv) For the availability of SIGFOX Cloud: THINXTRA shall ensure that 99.8% of availability for the SIGFOX Cloud services including but not limited to transfer frames, customer portal access and successful action of API and call back requests.
The performance indicators of the above mentioned SLA shall be calculated:
 - (a) for the whole Order (in which Connected Objects are affected),
 - (b) for each territory (in which Connected Objects are affected),
 - (c) at the end of each quarter.
 - (d) Excluding miniBS coverage areas deployed on a project basis in areas such as (rural, indoor or temporary special event coverage).

THINXTRA will, during the term of this Agreement, continue to endeavour to obtain improved SLAs from SIGFOX and to the extent it is able to do so, THINXTRA will ensure that such SLAs are passed through to SUBSCRIBER.

2.2 Definition of Service Credits

- (i) Service Credits means the method described below by which THINXTRA will compensate SUBSCRIBER for the breach of the SLA in this Appendix.

2.3 THINXTRA Service Credits

- (i) The SLA provides a formula by which SUBSCRIBER is entitled to Service Credits based upon performance of THINXTRA against the targets specified in above.
- (ii) The payment of such service credits by THINXTRA shall be exclusive of any other indemnities in this respect.
- (iii) THINXTRA shall provide a written report to SUBSCRIBER on a monthly basis during the term of this Agreement setting out whether or not the SLAs have been achieved by THINXTRA during the relevant month.
- (iv) THINXTRA shall, on a quarterly basis during the term of this Agreement, report to SUBSCRIBER as to the amount of any Service Credits due to SUBSCRIBER as a result of THINXTRA's failure to meet the SLAs and such Service Credits will be applied to in the form of credit notes to SUBSCRIBER's invoice for the month following such report.
- (v) THINXTRA shall not be liable for a failure to meet a Service Level and associated Service Credits are not applicable in the following items:
 - (a) For reasons provided for in clause 5.3 (iv) of this Agreement;
 - (b) As a result of any failure of SUBSCRIBER to comply with this Agreement which impacts the Service Levels.
 - (c) Where the Service is suspended in accordance with the Agreement.
- (vi) For the coverage of population and the Territory as detailed in the Coverage Map:
 - (a) THINXTRA shall provide Service Credits to SUBSCRIBER where the SIGFOX Network fails to meet the SLA defined in section 2.1(i) of this Appendix.
 - (b) Service Credits will equal 1%, per step of 1% below the coverage target for such Connected Objects affected.
- (vii) For the transmission time of Frames
 - (a) THINXTRA shall provide Service Credits to SUBSCRIBER where the SIGFOX Network fails to meet the SLA defined in Article 2.1(ii) of this Appendix.
 - (b) Service Credits will equal 1%, per step of 1% below 99% of fees for such Connected Object affected.
- (viii) For the availability of the THINXTRA Communication Services
 - (a) THINXTRA shall provide Service Credits to SUBSCRIBER where THINXTRA fails to meet the SLA defined in Article 2.1(iii) of this Appendix.
 - (b) Service Credits will equal 1%, per step of 0.1% below 99.9%, of Subscription fees for such Connected Object affected by the unavailability.
- (ix) For the availability of the SIGFOX Cloud
 - (a) THINXTRA shall provide Service Credits to SUBSCRIBER where THINXTRA fails to meet the SLA defined in section 2.1(iii) of this Appendix.
 - (b) Service Credits will equal 1% of Subscription fees for such Connected Object affected by the unavailability for each 0.1% percentage point below 99.5% availability,

2.4 The Service Credit Limit

- (i) The limit of all Service Credits paid each quarter by THINXTRA is set at 25% of the Subscription of Connected Objects of an Order due per quarter by SUBSCRIBER to THINXTRA.

3 OPERATIONAL LEVEL AGREEMENT ("OLA")

- 3.1 THINXTRA shall use its best endeavours to ensure that the THINXTRA portal and APIs have an uptime availability of 99.99% per quarter (excluding scheduled downtime);

- 3.2 THINXTRA shall provide to SUBSCRIBER a 24*7 service desk which is available as follows:

| Priority | Target Incident Acknowledge Time | Target time to solve | Target communication updates |
|---------------------------------|----------------------------------|----------------------|----------------------------------|
| 1 Critical Service Affecting | 30 seconds | 2 Hours | every 0.5 hours until resolution |
| 2 Major Service Affecting | 15 minutes | 8 hours | Every 2 hours until resolution |
| 3 Minor Service Affecting | 1 Business Day | 5 Business Days | N/A |

- (a) SUBSCRIBER shall define in good faith the incident priority level as mentioned above to request THINXTRA support. In case of wrong priority, THINXTRA may, acting reasonably, requalify the incident priority and shall inform SUBSCRIBER accordingly.
- (ii) THINXTRA shall (or shall ensure that SIGFOX) perform scheduled maintenance activities on the SIGFOX Network to keep the Service running (e.g. regular service tests), correct possible errors in the system (e.g. configuration changes or installation of patches) or ensure Service continuity. THINXTRA shall provide SUBSCRIBER relevant information about the scheduled maintenance in compliance with the following notice time frames:

- (a) The notification shall include information about:
- Planned Start and End Times
 - Planned Start and End Times of Service Impact (if any)
 - Service Impacted (if any)

| | |
|---------------------|--|
| Notification | Submitted at latest 8 Business Days in advance |
| Duration | Estimated start time and end time communicated to SUBSCRIBER |

- (b) Scheduled maintenance activities exclude any emergency intervention in the SIGFOX Network. In the case of any emergency intervention THINXTRA will notify SUBSCRIBER as soon as reasonably practicable that emergency maintenance has commenced or will commence and the nature and expected duration of that emergency maintenance period.

4 INCIDENT MANAGEMENT AND ESCALATION PRINCIPLES

4.1 Incident Management

- (i) All incidents are assigned a priority which defines the target incident intervention times as specified in this document.
- (ii) When SUBSCRIBER detects a potential incident, SUBSCRIBER must diagnose the issues reported by the Client within its Service and take all necessary actions under its responsibility and to its best knowledge before calling THINXTRA service desk, particularly rule out the cause attributable to SUBSCRIBER.
- (iii) Once SUBSCRIBER has ruled out causes related to other elements of its the Service, SUBSCRIBER notifies the detected incident by creating a ticket in the THINXTRA trouble ticketing system, or by sending an E-Mail to the THINXTRA service desk with all relevant information at its disposal about the incident to enable THINXTRA to proceed with a focused investigation. In case of Priority 1 incidents, SUBSCRIBER may make a telephone call to the THINXTRA service desk.

4.2 Escalation Process

- (i) During the management of an Incident, an escalation could be triggered by any of the parties.
- (ii) The escalation matrix is to be jointly defined by SUBSCRIBER and THINXTRA.

APPENDIX 3. PRICE GRID

1 SUBSCRIPTION PLANS

1.1 The Subscription Plans current as at the Effective Date comprise the following two plans:

- (i) Pay As You Grow (PAYG): Under a PAYG Plan SUBSCRIBER will be charged for Connected Objects in accordance with the tiering as agreed at time of purchase
- (ii) Volume Commitment Plan. SUBSCRIBER may choose a Volume Commitment Plan under which SUBSCRIBER will commit to resell a minimum number of Connected Objects over a defined period of time.

1.2 Subscription Levels

SUBSCRIBER (or a SUBSCRIBER Customer) will select Subscription Level

1.3 Subscription Pricing

Pricing of the Subscription Levels will be as agreed at time of purchase and Duration Discount will be applied in accordance with Appendix One. THINXTRA may amend the Subscription Pricing in accordance with the terms of this Agreement.