Thinxtra General
Terms & Conditions
Of Online Services

Table of Contents

1 Definitions

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

1) "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.

2) "Base Station" or"Gateway" means the **Sigfox** gateway which is the local hub collecting information from Connected Objects from its geographical area and communicating them to the backhaul.

3) "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.

4) "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.

5) "Client" or "**Subscriber** customer" means **Subscriber's** customers or end users.

6) "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.

7) "Connected Object" means a Provisioned Object.

8) "Coverage Map" means the information publicly accessible on www.sigfox.com/coverage, 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.

9) "Deposit" means the deposit required for a Volume Commitment Pricing Plan calculated in accordance with clause 4 in Appendix One.

10) "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.

11) "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.

12) "Effective Date" means the date on which **Subscriber** has placed an Order subject to this Agreement.

13) "Expiry Date" means the date which is seven years from the Effective Date.

14) "Frame(s)" means data emitted or received by a Connected Object.

15) "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;

16) "miniBS" means a mini Base Station or mini Gateway which is typically used to provide lower capacity rural or temporary coverage.

17) "Order" means the order pursuant to which *Subscriber* orders a Service in the *Thinxtra* or *Sigfox* portal.

18) "PAYG" refers to the Pay As You Grow Pricing Plan as described in Appendix One.

19) "Person" means a person, incorporated entity, company, trust, cooperative or similar.

20) "Price Grid" means the Subscription pricing as set out in Appendix 3 and as may be updated by *Thinxtra* from time to time in accordance with this Agreement.

21) "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.

22) "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.

23) "Ramp Duration" means the duration that the quantity of Connected Objects related to a Volume Commitment is expected to be deployed in an Order.

24) "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.

25) "*Sigfox* Network" means the low-throughput cellular network and associated architecture deployed by *Thinxtra* and based on *Sigfox* technology (using ultra-narrow band).

26) "Subscription" means the price payable for the connection of an object to the *Sigfox* Network, in accordance with the relevant Pricing Plan.

27) "Subscription Level" means one of the levels "ONE", "SILVER", "GOLD" or "PLATINUM" as defined in APPENDIX 1.

28) "Subscription Plan" means either the PAYG Plan or the Volume Commitment Plan;

29) "Subscription Pricing" means the pricing for the Subscription calculated in accordance with this Agreement;

30) "Territory" means worldwide

31) "Unconnected Object" means a Certified object which is capable of being connected to the *Thinxtra* / *Sigfox* networks, but not yet Provisioned.

32) "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

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

1) *Thinxtra* provides the Service to *Subscriber*;

2) *Subscriber* pays *Thinxtra* for the Services;

3) *Subscriber* uses the Services whether for its own internal purpose or for provision to its Clients;

4) This document and related Order, may be updated from time to time by *Thinxtra* and posted on li/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:

1) 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.

2) Where there is a current Order in place as at the Expiry Date this Agreement will continue until such Order is complete.

3) Any Order shall be governed by this Agreement.

4 Subscriber Obligations

During the Term *Subscriber* shall ensure that it:

■ uses only Certified Objects ; and

- 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

Thinxtra shall,

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;

1) Ensure that its staff and employees have the necessary skills to perform the relevant tasks and comply with its obligations contemplated under this Agreement;

2) Provide to **Subscriber** the support capability as described in Appendix 2.

3) Provide Level 2 support for **Subscriber** and **Subscriber's** Customers in relation to the Service;

4) Provide end-to-end sales proposal support (being support to both **Subscriber** and **Subscriber** Customers);

5) Provide **Subscriber** with access to **Thinxtra's** connections/billing portal; and

6) Provide **Subscriber** with real time connection and service billing details in relation to each **Subscriber** Customer.

5.2   Supply Of The Service

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

The Service is available in the Territory within the limit of the Coverage Map.

Thinxtra warrants that the Service will be provided in accordance with the Service Level Agreement ("SLA") set forth in APPENDIX 2.

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.

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

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

1) **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.

2) **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

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

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

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

1) Any press release is authorized on condition of the prior written consent of both Parties.

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

Thinxtra shall calculate, and *Subscriber* shall pay for, each monthly invoice in accordance with paragraph 4 of Appendix One.

8.3   Late Payment

- 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
- *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 ATLAS. 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

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

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

- 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:

    □   suspend the Service until **Subscriber** remedies the breach; or

    □   terminate this Agreement.

- 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.

■ 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):

□ suspend payment of the fee for the affected Service until **Thinxtra** fixes the breach; or

□ terminate this Agreement.

14.2 Termination of Orders

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

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

1) 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.

2) 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.

3) 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

■ **Thinxtra** is liable to **Subscriber** for the performance of its obligations defined in the Agreement and consequently undertakes to **Thinxtra** 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;

- 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.

- 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

- **Subscriber** is responsible for the good compatibility of Connected Objects with the Service and the **Sigfox** Network.

- **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

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

- 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.

- 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

The Agreement shall be construed and enforced in accordance with the laws of NSW, Australia.

Appendices

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 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

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

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.

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 5(i) above.

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:

- 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

- 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.

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

- **Subscriber** can choose whether to use a PAYG plan or a Volume Commitment Plan, or a combination of both plans.

- 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.

- 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

- 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: Percentage = Year of Order / 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 (4) 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.

- 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

- 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

- 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.

- **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).

- **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.

- 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.

- 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.

- 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

- **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

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

IoT Communication Services that consist of:

- Coverage of the territories with the network

- Conveying uplinks Frames from **Sigfox** gateways to **Sigfox** cloud where data will be rendered available for **Subscriber**,

- Conveying downlink Frames from the **Sigfox** cloud to the **Sigfox** gateways when requested and if the abovementioned service has been subscribed,

- Managing incidents related to **Sigfox** connectivity and **Sigfox** cloud.

- **Thinxtra** portal and APIs service that includes a set of tools to access the information.

2   SLA

2.1   Definition of the SLA indicators:

- Australian Coverage:

    1) 1 January 2017: coverage of 40% of the population

    2) 1 January 2018: coverage of 71% of the population

    3) 1 January 2019: coverage of 90% of the population

    4) 1 January 2018: coverage of 2% of the Territory land area as detailed on the Coverage Map.

- For the transmission time of Frames: **Thinxtra** shall ensure (excluding for reasons provided for in section 3(v) of this Appendix) that 99.00% of Frames received by one or more gateways of the **Sigfox** Network, are delivered at **Sigfox** cloud interface in less than sixty (60) seconds.

- For the availability of the **Thinxtra** Communication Services: **Thinxtra** shall ensure that 99% (excluding reasons provided for in section 3 (v) of this Appendix) of availability for the coverage (Frames transport and routing platform) and **Sigfox** Network (Gateways and backhaul links) availability.

- 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:

1) for the whole Order (in which Connected Objects are affected),

2) for each territory (in which Connected Objects are affected),

3) at the end of each quarter.

4) 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

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

■   The SLA provides a formula by which *Subscriber* is entitled to Service Credits based upon performance of *Thinxtra* against the targets specified in above.

■   The payment of such service credits by *Thinxtra* shall be exclusive of any other indemnities in this respect.

■   *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.

■   *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* invoice for the month following such report.

■   *Thinxtra* shall not be liable for a failure to meet a Service Level and associated Service Credits are not applicable in the following items:

1) For reasons provided for in clause 3 (iv) of this Agreement;

2) As a result of any failure of *Subscriber* to comply with this Agreement which impacts the Service Levels.

3) Where the Service is suspended in accordance with the Agreement.

■   For the coverage of population and the Territory as detailed in the Coverage Map:

1) *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.

2) Service Credits will equal 1%, per step of 1% below the coverage target for such Connected Objects affected.

■   For the transmission time of Frames

1) *Thinxtra* shall provide Service Credits to *Subscriber* where the *Sigfox* Network fails to meet the SLA defined in Article 1(ii) of this Appendix.

2) Service Credits will equal 1%, per step of 1% below 99% of fees for such Connected Object affected.

■   For the availability of the *Thinxtra* Communication Services

1) *Thinxtra* shall provide Service Credits to *Subscriber* where *Thinxtra* fails to meet the SLA defined in Article 1(iii) of this Appendix.

2) Service Credits will equal 1%, per step of 0.1% below 99.9%, of Subscription fees for such Connected Object affected by the unavailability.

■ For the availability of the *Sigfox* Cloud

1) *Thinxtra* shall provide Service Credits to *Subscriber* where *Thinxtra* fails to meet the SLA defined in section 1(iii) of this Appendix.

2) 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

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

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.

3.3   *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:

1) 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*

2) 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

- ■ All incidents are assigned a priority which defines the target incident intervention times as specified in this document.

- ■ 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*.

- ■ 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

- ■ During the management of an Incident, an escalation could be triggered by any of the parties.

- ■ The escalation matrix is to be jointly defined by *Subscriber* and *Thinxtra*

Appendix 3 - Price Grid

Subscription Plans

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

■   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

■   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.

2   Subscription Levels

Subscriber (or a *Subscriber* Customer) will select Subscription Level

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.