

**COM4 AS**  
**TERMS AND CONDITIONS – IOT SIM TEST KIT**

By purchasing the Test Services (as defined below) the Customer agrees to be bound by these terms and conditions for the use of the Com4 Services (“**Com4 Terms**”) from the date of its acceptance of these Com4 Terms (“**Effective Date**”).

The Test Kit is offered with the intention of providing the Customer and/or the End User with a possibility to test and evaluate Com4’s Services on a free of charge basis during the Test Period. Additional services and functionalities, including but not limited to short message service to any telephone number, voice communication to any telephone number, the forwarding of voice calls, utilisation as a voicemail service, or engagement with value-added services, are not provided with the Test Kit. The Test Kit includes:

- Up to 5 SIM Cards per Customer (option for eSIM on agreement in writing by Com4)
- 100 MB Data Allowance per SIM Card per month for the Test Period
- Test Period of 60 days from the Commencement Date
- Support for multiple technologies, including 2G/3G/4G/5G, LTE-M, and NB-IoT, all within a single SIM Card.
- SMS are disabled for this Test Kit

**1. Definitions and interpretation**

In these Com4 Terms the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

“**Agreement**” means the agreement made between the Customer and Com4 for the provision of the Test Kit and the Com4 Services which agreement is governed by these Com4 Terms and the Wireless Logic Acceptable Use Policy (which can be provided on request) as may be applicable to the Test Service.

“**Com4**” means Com4, a company registered in Norway with company number 997 489 341 together with its successors in title and permitted assigns from time to time.

“**Commencement Date**” shall mean the date on which the SIM Cards are activated.

“**Customer**” means the business customer named in the Electronic Order Form.

“**Data Allowance**” means 100 MB of data per SIM per month which is usable within the EU only (unless agreed otherwise by Com4).

“**End User**” means the Customer’s end user making use of the Com4 Services for the Testing Purposes, which may be an individual or may be a machine.

“**Electronic Order Form**” means the method of placing the order by the Customer with Com4.

“**Intellectual Property Rights**” means rights in inventions, patents, know-how, trade secrets and other confidential information, trademarks, service marks, and rights in the nature of passing off and unfair competition, get-up, trade dress, rights in registered designs and unregistered designs and design rights, rights in trade names and business names, domain names, topography rights, copyright (including copyright in software), moral rights, database rights and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of these which may exist now or in the future subsist in any part of the world, whether registered or not or the subject of an application for registration, and including all rights to apply for and obtain registrations in respect of any and all of the foregoing, each for their full term together with all renewals, revivals and extensions of such rights.

“**Party**” means Com4 or the Customer as applicable and “**Parties**” means them both together.

“**Personal Data**” and the “processing” thereof shall have the meaning given to those terms in the relevant Data Protection Legislation.

“**Network Provider**” means any mobile network operator (MNO), a mobile virtual network operator (MVNO), roaming partner or other third party that provides, directly or indirectly, services or products (on a wholesale basis or otherwise) based on which Com4 provides Services to the Customer under the Agreement.

**“Network Specific Conditions”** means limitations, restrictions, terms, conditions and obligations relating to the services, SIMs or Profiles of any specific Carrier as may be established and amended from time to time. Carrier Specific Conditions (if and as applicable at the relevant time) also form an integral part of the Agreement.

**“Test Kit”** means a pack of SIM Cards preloaded with the Data Allowance which is provided by Com4 to the Customer for the Testing Purposes.

**“Test Service”** means the prepaid mobile telecommunications connectivity up to the Data Allowance (or any Top-Up Allowance) for the Test Period delivered via the Test Kit . For the avoidance of doubt, the Com4 Services do not include any voice services.

**“Test SIM Card”** means the free of charge valuation of the Test Kit which is provided on an "as is" and "as available" basis. Com4 does not warrant or guarantee a fault free evaluation of the Test Kit service and gives no warranties or undertakings as to network coverage, quality or availability.

**“Test Period”** means the period of 60 days from the Commencement Date.

**“Testing Purposes”** means the usage of the SIM Cards within the Customer's own test devices solely for the purpose of the Customer's evaluation of the Services.

**“Top-Up Allowances”** mean additional Data Allowances purchased for a SIM Card.

## 2. **Commencement and Duration**

2.1 This Agreement shall commence on the date of signature by the parties and shall continue for the Test Period after which the Agreement will automatically terminate, and all SIMs within the Test Kit will be deactivated unless the Customer decides to enter into an Agreement with Com4 for the use of the Test Kit SIMs or other services provided by Com4 under the Com4 general terms.

## 3. **Eligibility**

3.1 When accepting these Com4 Terms by and placing the order through the Electronic Order Form, the Customer confirms that they are not ordering as a consumer but as a business customer and for business purposes and shall therefore always state their company name and business details.

## 4. **Com4 Services**

4.1 The Com4 Services shall be purchased through Com4 and are subject to and governed by the applicable Com4 Terms. The Customer shall comply with the Wireless Logic Acceptable Use Policy in its use of the Test SIMs.

4.2 Upon receipt of a valid Electronic Order Form, Com4 shall contact the Customer to evaluate the request for a Test Kit and arrange for delivery of the Test Kit to the Customer, provided that Com4 reserves the right, in its sole discretion, to determine whether or not to issue a Test Kit to the Customer. If the Customer requests the eSIM option this is subject to approval by Com4 and any amendments to these Com4 Terms as may be required to effect that option.

4.3 Each Customer may only place an order for a Test Kit with up to 5 SIM Cards with the Data Allowance.

4.4 Where the services include connectivity in a territory, where such services are provided by Network Provider's in that territory, Com4 shall determine in its sole discretion which Network Provider' Com4 uses to provide such connectivity in respect of any individual SIM Card in that territory at any given time. Where an element of the service (including connectivity) is provided, supported and/or facilitated by a Network Provider, Com4 shall: (i) not be responsible for such element of the service provided, supported and/or facilitated by the Network Provider; and (ii) apply to Com4 services any variation, update, change or cancellation of such element as required and/or applied by such Network Provider.

4.5 The type, scope and elements of such Network's services, including the available networks, roaming networks, transmission technologies, may vary and change from time to time.

- 4.6 The network coverage available through the Com4 Services depends, among other things, on the radio coverage of the network being used which can be affected by, among other things, the location of the Customer's hardware in a building, the quantity and nature of the telecommunications traffic and atmospheric conditions; and
- 4.7 The availability and/or quality of certain elements of the Com4 Services depends on the features, specifications, limitations and conditions of the devices used by the Customer (or its End User's) and all elements of the Com4 Services are not supported by all hardware (for example, not all IoT modules support eSIM functionality and changing respective Network Carrier Profiles).
- 4.8 Accordingly, the Customer expressly agrees that (i) all elements of Com4 Services that are based on Network Provider, Com4 Services or products, are provided to the Customer only in such scope, with such availability and with such limitations, restrictions and conditions that apply to the respective Network Provider's services on which the respective elements of Com4 Services are based and that (ii) any Com4 Services are provided only with such elements, scope and quality that are supported by the Customer's (or its End Users') hardware.
- 4.9 Furthermore, Com4 does not warrant that the Customer's use of the Com4 Services will be uninterrupted or error-free or that the Com4 Services will meet the Customer's requirements, or the Com4 Services will be free from vulnerabilities.
- 4.10 Com4 will only be liable to provide the Com4 Services providing that the obligations of the Customer as set out in this Agreement have been fulfilled. Without prejudice to the foregoing, Com4 may require the Customer to provide all reasonable co-operation and assistance to Com4 as may be necessary or desirable in order to facilitate the provision of the Com4 Services to the Customer.
- 4.11 Com4 may vary from time to time the Terms and any applicable product description or specifications applicable to the Service.

## 5. Use of the Com4 Services

- 5.1 The Customer shall use the Com4 Services exclusively for the purpose of implementing internet of things ("IoT") and M2M ("M2M") solutions. The Customer shall not use nor allow the use of Com4 Services for any other purpose.
- 5.2 The Customer shall not resell the Com4 Services during the Test Period without the express permission of Com4.
- 5.3 The Customer shall properly protect the SIM Cards against any unauthorised use, theft or damage and shall not impair or damage or alter the SIM Cards in any way.
- 5.4 The Customer shall also ensure that all devices and hardware used in connection with the Com4 Services comply fully with all applicable laws and regulations (including any local and federal laws) whilst using the Test Kit and, to the extent required, are duly certified and/or registered by or with appropriate authorities. The Customer shall also ensure that all such devices and hardware comply with Network Specific Conditions of which it has been notified in any manner.
- 5.5 The Customer (and not Com4) is liable for any and all content, information and data transmitted, made available, or processed in any way through the use of the Com4 Services or in connection therewith. The Customer is also liable for any consequences of any use or misuse of, or reliance on, the Com4 Services.
- 5.6 The Customer shall ensure that Com4 does not incur any damages or costs and is not liable to any person as a result of the use of Com4 Services or misuse of Com4 Services by the Customer.
- 5.7 Com4 reserves the right to update or change the coverage list for the Com4 Services during the Test Period and to alter the underlying service component which provides the coverage without notice to the Customer.
- 5.8 The Customer shall not access, store, distribute or transmit any viruses in connection with the Com4 Services and shall not introduce or permit the introduction of any virus or vulnerability into the Com4 and Network Provider's network and information systems.
- 5.9 The Customer shall not use the Com4 Services in a way that:

- 5.9.1 is unlawful, immoral, unethical or in conflict with industry guidelines, practices or codes;
- 5.9.2 harmful, threatening, defamatory, obscene, infringing, harassing or discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or other ground;
- 5.9.3 causes damage or injury to any person or property;
- 5.9.4 may cause malfunctions or other adverse or unforeseen effects on the functionality or operation of the Com4 Services, telecommunication or other networks or the network infrastructure; or
- 5.9.5 may infringe the intellectual property rights of any person.

## 6. **Data Allowances and Top-allowance**

- 6.1 The Data Allowances can only be used during the Test Period. On expiry of the Test Period, any unused Data Allowances will expire. All Data Allowances are linked to the use of the specific SIM Card provided by Com4 on the purchase of the Com4 Services and cannot be transferred. Com4 is not obliged to transfer any remaining Data Allowance at the end of the Test Period to another SIM Card or to make any other reimbursement to that effect.
- 6.2 The Customer will not be able to use more data than the Data Allowance.
- 6.3 Wireless Logic Acceptable Use Policy If the Customer wants to a Top-Up Allowance in addition to the Data Allowance, they should contact the Com4 team. Allowances are discretionary and will be reviewed on a case-by-case basis by the Com4 team. Any Top-Up Allowance could be subject to additional charges which will be determined by Com4.

## 7. **Intellectual Property Rights**

- 7.1 The Customer acknowledges that any and all of the Intellectual Property Rights owned by Com4 or licensed to Com4 by a third party and which are or have been developed prior to the Commencement Date and/or independently of these terms and conditions and used in connection with the Com4 Services or any parts thereof are, and shall remain, the sole property of Com4 or such other third party as may be identified therein or thereon as the rightful owner and the Customer shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership of such rights.
- 7.2 The Customer shall not take any actions which will in any manner compromise Com4's Intellectual Property Rights.
- 7.3 The Customer shall defend, hold harmless and indemnify Com4 fully against all losses, damages, claims, liabilities, fees, costs and expenses arising as a result of the provision and/or use of the Com4 Services giving rise to an infringement of any third-party intellectual property rights.

## 8. **Representations and Warranties**

- 8.1 Each Party hereby represents and warrants to the other that:
  - 8.1.1 It is validly incorporated under the laws of its jurisdiction of incorporation, possessing complete authority, relevant license(s), and the necessary authorization to conduct its operations and engage in this Agreement.
  - 8.1.2 It possesses the requisite authority to enter into this Agreement.
  - 8.1.3 It has undertaken all necessary corporate and procedural actions to authorize the Customer to enter into this Agreement.
  - 8.1.4 The obligations it undertakes in this Agreement constitute, or upon execution, will constitute, legal, valid, binding, and enforceable commitments on the Customer.
  - 8.1.5 The performance of its obligations will not violate any provision of its constitutional documents or any applicable law or obligation.
  - 8.1.6 It has not been subject to bankruptcy proceedings.
  - 8.1.7 It shall consistently comply with the Data Protection Legislation.

## 9. Exclusion and Limitation of Liability

- 9.1 This agreement shall not restrict or exclude the liability of either Party for (i) death or personal injury resulting from its negligence or that of its employees or subcontractors, (ii) for fraud or fraudulent misrepresentation, and (iii) for any other liability that cannot be limited or excluded by applicable law.
- 9.2 Except as provided in clause 9.1, neither shall be held liable to the other Party, whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation, or otherwise, for any:
- 9.3 loss of profits, business, contracts, anticipated savings, or revenue; or
- (i) loss of or damage to goodwill; or
  - (ii) loss or corruption of data; and/or
  - (iii) any business special, indirect, or consequential losses or damages (whether foreseen, foreseeable, known, or otherwise).
- 9.4 Subject to clauses 9.1 and 9.2, Com4's total liability in relation to any liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence), restitution, for breach of statutory duty, misrepresentation, or otherwise, shall be limited to one hundred Norwegian Krone (100 KR).
- 9.5 In cases where Com4 provides a publicly available telecommunications service, its liability may also be limited in accordance with applicable statutory provisions in the relevant jurisdiction.
- 9.6 The Customer's claims for damages and efforts become time-barred within one year from the statutory commencement of the limitation period.

## 10. Suspension of a Service

- 10.1 Com4 may, without prejudice to any other right or remedy, and without giving notice (where lawful to do so), suspend, limit or cancel the Com4 Services to the Customer without penalty and with immediate effect:
- 10.2 Com4 may, without prejudice to any other right or remedy, and without giving notice (where lawful to do so), suspend, limit or cancel the relevant Service to the Customer without penalty and with immediate effect where:
- (i) the Customer is in material default of any of its obligations set out in this Agreement and fails to remedy the breach within two (2) days of receiving notice from Com4 specifying the default and requiring the default to be remedied; or
  - (ii) if representations or complaints, which in Com4 sole and reasonable opinion are valid, are received from any other party, including Com4's Network Provider's, legal authorities or telecommunications industry governing bodies, relating to the Customer's operation of the Com4 Services; or
  - (iii) Com4 has the right to terminate this Agreement pursuant to any of the events in clause 12; or
  - (iv) Com4 is ordered to do so by a competent public authority.
- 10.3 Com4 agrees not to act unreasonably as regards any suspension or limitation of a Com4 Service to the Customer.

## 11. Data Protection Obligations

- 11.1 The Parties shall ensure, at their own expense, compliance with applicable data protection laws when processing personal data as controllers or processors, as defined by the relevant data protection laws.
- 11.2 In cases where the Com4 Services qualify as electronic communications services or telecommunications services, Com4 acts as a data controller. It may be required to process personal data and other data covered by applicable data protection laws, including Customer contract data, traffic data, and billing data. Com4 may also disclose such data to third parties for the proper fulfilment of contractual and statutory obligations or as permitted by law.
- 11.3 In handling such data, Com4 will act in accordance with the law and in compliance with its privacy information available through the Com4 website. The same principles apply to the processing of personal data of Customer employees, such as name and contact details, by Com4, necessary for the proper fulfilment of contractual and statutory obligations or the Customer's receipt of the services. Com4 is entitled to transfer

necessary accounting and receivables data, for example, to a debt collection company in the case of judicial or extrajudicial proceedings for debt recovery.

## 12. **Term and Termination**

- 12.1 These Com4 Terms shall commence upon signature and continue until the expiration of the Test Period, unless terminated earlier in accordance with this Agreement.
- 12.2 Upon the expiration of the Test Period, the Test Kit will be deactivated automatically unless the Customer opts to enter into a contract with Com4 for the utilisation of the Test Kit or other Com4 Services, as outlined by Com4. If the Customer chooses to establish a contract with Com4 subsequent to the Test Period and expresses a desire to continue in using the Test Kit for testing purposes, the SIMs will remain activated. If the Customer wishes to continue using the Test Kit SIMs and/or other services of Com4 after the Test Period, the Customer should notify Com4 of such intention no later than two (2) days prior to the expiry of the Test Period and shall enter into an agreement with Com4 on its general terms (available on request from Com4).
- 12.3 Either Party can terminate for convenience during the Test Period by giving written notice.
- 12.4 This Agreement may be terminated immediately by Com4 without penalty if:
- (i) The Customer breaches any material provisions of this Agreement, and the breach is incurable or, after providing written notice to the Customer, if the Customer fails to remedy such breach within ten (7) days from receiving such written notice; or
  - (ii) The Customer becomes bankrupt, faces bankruptcy or insolvency proceedings, enters into an arrangement with creditors, or has a receiver or administrator appointed over all or part of its assets. Alternatively, if the Customer goes into liquidation or engages in any act indicative of or analogous to insolvency under the law of any jurisdiction; or
  - (iii) Com4 has reasonable grounds to suspect that the Services are being used fraudulently or otherwise illegally; or
  - (iv) The actions of the Customer pose a threat to the integrity of Com4's network or the network of a third party through which Com4 provides the Services to the Customer, or otherwise jeopardize any service provided by Com4 to any of its customers.
- 12.5 The Customer reserves the right to terminate this Agreement:
- (i) If Com4 is in a material breach of this Agreement and does not rectify such breach within thirty (7) days after the date the Customer serves written notice to Com4 regarding such breach; or
  - (ii) If any license issued to Com4 (excluding those issued by or on behalf of the Customer) for providing the Services is revoked or terminated and is not promptly replaced.
- 12.6 Upon termination or expiration of the Agreement, the SIMs will be deactivated and the Customer is obligated to discontinue the use of the Services. The Customer must restrict access to any online tools, specifically the Com4 and the Com4 Portal. It is understood that Com4 is also entitled to deactivate any online access.

## 13. **Changes to the Terms**

- 13.1 Com4 may modify the terms of the Agreement from time to time, including to reflect new services which may be offered. Com4 will notify the Customer of a change in writing.

## 14. **Assignment**

- 14.1 The Customer may not assign the Agreement without prior written consent of Com4.
- 14.2 Com4 reserves the right to assign or otherwise transfer any or all of its rights under this Agreement to any person or any member of the Com4 group and/or sub-contract any of its obligations under this Agreement without the prior notice.

## 15. Severability

15.1 In the event that any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity of the remaining provisions of the Agreement shall not be affected. The invalid, illegal or unenforceable provision shall be replaced by a provision that comes as close as possible to fulfilling the economic purpose of the invalid or unenforceable provision. The same shall apply in the event that the Parties subsequently discover that the Agreement contains an omission.

## 16. Confidentiality

16.1 Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that:

- (a) is or becomes publicly known through no act or omission of the receiving party; or
- (b) was in the other party's lawful possession prior to the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

16.2 Subject to clause 16.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than to perform its obligations under this Agreement.

16.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

16.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

16.5 This clause shall survive termination of this Agreement for any reason.

## 17. Governing law and jurisdiction

17.1 The place of performance of this Agreement and payment is Norway. The place of venue for all disputes arising from or out of the Contract shall be in Norway. The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

We agree to the above Com4 Terms.

For and on behalf of the Customer

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_