



onomondo

Terms of Service

REGARDING THE USE OF ONOMONDO'S
PRODUCTS AND SERVICES

Terms of Service

This Terms of Service Agreement (the "Agreement") is entered into by the company referenced in the purchase order form or similar (the "Customer") and Onomondo ApS ("Onomondo" or "Supplier"), including if mentioned, a trial period or proof of concept ("POC") of one or more of Onomondo product(s).

1. The Agreement

- 1.1 The Agreement includes the following:
 - 1.1.1 The purchase order form ("Order Form") which contains details of the Onomondo products.
 - 1.1.2 Service Level Agreement ("SLA") which contains details of the the agreed communication protocols, Fault reporting procedures, maintenance reporting schedules, and support responsibilities.

2. Acceptance of this Agreement

- 2.1 The Agreement becomes binding and effective for any use of our services and Onomondo offers on the date ("Effective Date") that the Customer electronically or physically signs the Order Form.

3. Duration

- 3.1 The Agreement remains in force until terminated by one of the parties by giving at least 12 months prior written notice.
- 3.2 Notwithstanding Clause 3.1, in the event of a multi-year contract, the Agreement may only be terminated at the end of the final year of the contract term and not earlier. The 12 months prior written notice for termination remains effective. Such notice may only be effectively provided to coincide with the end of the final year of the multi-year term.

4. Forecast and delivery of SIM Card

- 4.1 Onomondo may upon request assist the Customer with providing sufficient amount of SIM Cards to the customer on a rolling basis. If the Customer provides a rolling forecast of SIM Cards ("Forecast"), Onomondo will strive to ensure that Customer can purchase according to the Forecast during the following six (6) months from the date of which the Forecast is received.
- 4.2 Forecast shall be given in writing, or if given orally, shall be confirmed in writing by Onomondo. The Customer shall act in good faith and use its reasonable endeavours when forecasting its requirements for Sim Cards. Without prejudice to the foregoing, the Parties agree that a Forecast shall not be binding or constitute an Order unless otherwise agreed in writing by the Parties.

5. Delivery and Quality of SIMs

- 5.1 Onomondo shall deliver (DAP, INCOTERMS 2020) the Sim Cards specified in an Order in accordance with the provisions of this Agreement.
- 5.2 Onomondo shall ensure that the Sim Cards are manufactured, packed and supplied in accordance with all generally accepted industry standards and practices and applicable Danish laws.
- 5.3 Onomondo will ship the SIM Cards in accordance with each PO. Under normal circumstances, Onomondo will be able to ship the Sim Cards to an address specified by the Customer within eight (8) weeks after Onomondo has accepted an order from the Customer.
- 5.4 Import duties & taxes is handled and paid by the customer. Onomondo is not responsible for any delays because of this.

6. Handling of defective SIMs

- 6.1 The SIM Cards are provided in accordance with the Danish Sale of Goods Act (in Danish "købeloven") and shall comply with the specifications in the SLA and be free from defects in design, material and workmanship in accordance herewith.
- 6.2 If any SIM Card is defective (Defective Sim Card), then Onomondo shall, at its own cost and expense within a maximum of twenty-five (25) working days after the Defective SIM Card has been returned to Onomondo ship a repaired or replaced SIM Card.
- 6.3 Shipment of a repaired or replaced SIM Card from Onomondo to Customer excludes the Customer from taking any other remedies into action, including but not limited to, any rights to any damages arising from the damaged Sim Card(s), reduction in price, etc.
- 6.4 Onomondo shall not be liable for a Defective SIM Card:
 - 6.4.1 if the defect arises because the Customer failed to follow Onomondo's written instructions as to the storage, installation, commissioning, use or maintenance of the SIM Cards;
 - 6.4.2 that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the SIM Card was not designed or intended by Onomondo or for any purpose which the Customer should reasonably be expected to have known the SIM Card could not have been designed or intended for; or
 - 6.4.3 if the Customer alters such SIM Cards or any part thereof without the written consent of Onomondo; or
 - 6.4.4 if otherwise excused pursuant to applicable Danish law.

7. Supply of Services and Coverage Area

- 7.1 Onomondo will provide the Services described in the Order Form and SLA to the Customer in accordance with these terms.
- 7.2 The Services shall commence after signing of Order Form and shall continue until the terms in the Order Form is terminated in accordance with these terms.

- 7.3 Onomondo undertakes to the Customer that the provision of the Services will be performed in accordance with:
- 7.3.1 All applicable Danish laws, regulatory requirements, regulations and codes of practice from time to time:
- 7.3.2 Good Industry Practice;
- 7.3.3 The specifications in the Order Form and SLA, and the method, medium or technology deemed most appropriate by Onomondo.
- 7.4 Onomondo will only be liable to provide the Service providing that the obligations of the Customer as set out in these terms together with any additional obligations set forth in a Order Form and/or SLA have been fulfilled. Without prejudice to the foregoing, Onomondo may require the Customer to provide all reasonable co-operation and assistance to Onomondo, as Onomondo discretionary deems necessary or desirable in order to facilitate the provision of a Service to the Customer.
- 7.5 Where an element of the Service is provided, supported and/or facilitated by a service provider other than Onomondo, Onomondo shall not be responsible for such element of the Service not provided, supported and/or facilitated by Onomondo. For the avoidance of doubt, Onomondo shall be responsible for managing the relationship with the third party providing, supporting or facilitating the element of the Service as a service provider to Onomondo. Notwithstanding the foregoing, Onomondo shall not assume responsibility for changing coverage and shifting network relationships from time to time, so long as it does not materially affect Customer's ability to use the Services for their intended purpose.
- 7.6 Onomondo undertakes to the Customer that it has and will maintain at all times any authorisation, licence, consent and/or permission that it requires from time to time under any applicable Danish legislation to provide the Services but not including any consents, licences, and permissions that the Customer must provide in order for Onomondo (and its subcontractors) to provide the Services including any of the foregoing in respect of access (and, where applicable, remote access) to the Customer's facilities, telecommunications systems, hardware, software, and other information technology systems.
- 7.7 In performance of the Services, Onomondo agrees to:
- 7.7.1 Manage all numbering and addressing elements assigned to Onomondo in accordance with any relevant industry body or Supervisory Authority guidelines;
- 7.7.2 Provide the Customer with an API and a web-based tool for management of the Customer's SIM estate; and
- 7.7.3 Subject to the compliance and co-operation of its Interconnection Onomondo's, use all reasonable endeavours to ensure sufficient Signalling Transmission Capacity and onward connectivity from the Point of Interconnection to those networks nominated by the Customer as destinations for its End Users for all Services.
- 7.7.4 Monitor the Service 24/7/365 and to remedy all faults, defects and interruption in the Services in accordance with Appendix 2 and to continue any remedial work until the problem is solved. Onomondo is obliged to inform the Customer of any defects or interruption in the services which Onomondo is aware of and on a current basis to inform the Customer of the expected remedy completion.
- 7.8 The Supplier represents and warrants that the services shall be made available and provided within the coverage area as defined in the Order Form.
- 7.8.1 The Supplier reserves the right to modify, expand, or reduce the Coverage Area at any time and at its sole discretion. The Supplier shall make commercially reasonable efforts to notify the Customer of any material changes to the Coverage Area that may directly impact the provision of Connectivity Services to the Customer. Such notifications shall be provided in writing no less than thirty (30) days prior to the effective date of the change unless a short notice period is required due to circumstances beyond the Supplier's reasonable control.

- 7.8.2 The Supplier does not guarantee uninterrupted or error-free services within the Coverage Area and shall not be liable for any loss, damages, or inconvenience as a result of changes to the Coverage Area, degradation, interruption, or unavailability of the Connectivity Services due to factors beyond its reasonable control, including, but not limited to, natural disasters, third-party services disruptions, or force majeure events.
- 7.8.3 The Customer acknowledges and agrees that it is responsible for reviewing and staying informed about any changes to the Coverage Area and ensuring the continued compatibility of its devices and applications with the Supplier's network infrastructure.

8. Maintenance of Systems

- 8.1 Onomondo may make any alterations, additions or adjustments it deems necessary to its System. Onomondo shall use reasonable effort to minimise the impact on the Customer if any such alterations, additions or adjustments are made. In the event of a non-emergency maintenance, Onomondo shall provide the Customer with reasonable notice thereof.

9. Suspension of a Service

- 9.1 Onomondo 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 for any devices concerned in the relevant situation, without penalty and with immediate effect:
- 9.1.1 where the Customer becomes Bankrupt; or
- 9.1.2 where Onomondo has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or where the Customer makes improper use of a Service entails a risk of Onomondo suffering damage or loss; or
- 9.1.3 if representations or complaints, which in Onomondo's sole and reasonable opinion are valid, are received from any other party, including Onomondo's Interconnection, Supervisory Authorities or telecommunications industry governing bodies, relating to the Customer's operation of the Services and/or any event which threatens and/or jeopardises Onomondo's network, the integrity of the network and/or the network of a third party; or
- 9.2 Onomondo may without prejudice to any other right or remedy under this Agreement suspend or limit the relevant Service to the Customer with immediate effect where any of the below defaults occur and the Customer fails to remedy the default or breach as soon as possible and in any event within fifteen (15) Business Days after having received written notice from ONOMONDO in relation to such default or breach:
- 9.2.1 where the Customer is in material breach of any term of this Agreement.
- 9.3 Onomondo 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 ONOMONDO is ordered to do so by a competent Supervisory Authority.
- 9.4 In circumstances where a suspension is imposed, Onomondo will contact the Customer prior to, or contemporaneously with, suspension to provide:
- 9.4.1 a full technical explanation of the need to limit or suspend the Service; and

- 9.4.2 any possible opportunities for the Customer to take corrective action that in Onomondo's opinion is satisfactory.
- 9.4.3 In the event that a Service cannot be provided due to an unforeseen event, Onomondo shall, as soon as it becomes aware of the fact that such Service cannot, or is not, provided notify the Customer in writing. Any such notification shall, if known to Onomondo, contain an estimate of the anticipated period in which the Service will not be provided and contain sufficient information in order to allow the Customer to determine what, if any, measures may need to be taken.

10. Obligations of the Customer

- 10.1 The Customer shall:
- 10.1.1 only use the Service for the purpose for which it was designed and/or which has been approved in this Agreement;
 - 10.1.2 only use, make use of, cause, allow or permit to be used the Services in accordance with the purpose and specifications contained in the Order Form, SLA and any written instructions provided by Onomondo;
 - 10.1.3 remain responsible for the Customers own customers use of the Services
 - 10.1.4 obtain all necessary licenses, permissions and consents required for Onomondo (and its subcontractors) to perform the Services involving customer or third-party equipment;
 - 10.1.5 promptly notify Onomondo of any Fault with the Service;
 - 10.1.6 comply with Onomondo's reasonable requests for assistance in order to diagnose existing or potential Faults;
 - 10.1.7 without prejudice to any other right Onomondo may have under this Agreement or applicable law, be responsible for all damage or loss caused to Onomondo or third parties by misuse by the Customer, its employees, agents and/or subcontractors of a Service other than due to the acts or omissions of Onomondo, its employees, agents and/or subcontractors; and
 - 10.1.8 guarantee that only devices that are certified according to the GSMA standards and the region specific standards (e.g. CE marketing) may be used by the Customer and its Customers.
 - 10.1.9 not harm the integrity of the Mobile Networks and the networks of Third Party Operators as a result of excessive and/or Fraudulent Traffic.
 - 10.1.10 not generate, instigate, or otherwise be involved in the creation or transmission of any anomalous traffic ("**Anomalous Traffic**") over Onomondo's network, infrastructure, or services. Anomalous Traffic includes, but is not limited to, traffic patterns that are inconsistent with the normal, legitimate, or anticipated use of the services; traffic that can impair the integrity or performance of the network; the enabling of solutions to bypass roaming, the enabling of solutions for human permanent roaming; or any traffic intended for unlawful purposes or in violation of any applicable laws or regulations.
 - 10.1.11 promptly advise Onomondo in writing of any change of billing address, contact address or contact number.
 - 10.1.12 ensure (where appropriate and so far as it is reasonably able) that its customers has accepted the same terms and/or similar terms for the Customer's own customers and/or End-Users, including but not limited to, Customer's and End-Users acceptance of refraining from;

- 10.1.12.1 accessing Onomondo's network to offer or access any services, apart from the Services outlined herein, without the express prior agreement of Onomondo;
- 10.1.12.2 use or permit any end user to use, any device to access or use the Service that is not compliant with 3GPP specifications, industry guidelines, practices, is fraudulent and/or illegal and/infringing, and which does not comply with any and all regulations relevant for legal use of the Service(s).

11. Multi-Country Use

- 11.1 The services provided under this Agreement shall only be used for deployments in more than one country. It is prohibited to use this agreement to only deploy devices in a single country.
- 11.2 Failure to comply with Clause 11.1 may result in penalties, including termination of this Agreement as stipulated in the termination clause of this Agreement.

12. Terms of Payment and Pricing

- 12.1 Unless otherwise agreed upon by the Parties in writing, the default payment method for the services provided under the Agreement shall be automatic credit or debit card payments (hereinafter "Card Payments"). The Customer shall provide the Supplier with valid credit or debit card information, and hereby authorizes the Supplier to charge such card for the fees and any other amounts due under the Agreement.
- 12.2 The Supplier shall process Card Payments in accordance with the terms of payment set forth in the Agreement and any applicable laws and regulations. The Customer acknowledges and agrees that the Supplier may use third-party payment processors to facilitate Card Payments and that the Customer's information may be shared with such third-party payment processors as necessary for processing payments.
- 12.3 The Customer may request, and the Supplier may agree, to accept payments for the services via bank transfer, in lieu of Card Payments. If the Parties agree in writing to use bank transfers as the payment method, the Supplier shall provide the Customer with the necessary bank account information for making such transfers.
- 12.4 In the event that the Parties agree to use bank transfers as the payment method, the Customer shall ensure that all payments are made in accordance with the terms of payment set forth in this Agreement, including any applicable due dates and amounts.
- 12.5 The customer may change the payment method from Card Payments to bank transfers or vice versa, upon providing the Supplier with thirty (30) days' written notice and obtaining the Supplier's written consent. Any change to the payment method shall not affect the Customer's obligation to pay any fees or other amounts due under the Agreement in accordance with the payment terms set forth herein.
- 12.6 The Customer is liable for all amounts registered in connection with the Agreement. Should the Customer's balance not exceed a minimum amount set by Supplier, the Supplier is entitled to transfer the amount to an upcoming invoice.

- 12.7 The Parties hereby acknowledge and agree that all billing and invoicing under this Agreement shall be conducted on an arrears basis in the currency specified in the Agreement, using the payment method mutually agreed upon by the Parties. Unless otherwise specified in the Order Form, all prices are stated in EUR or DKK exclusive of VAT and other applicable taxes. Other than taxes imposed on Onomondo's income, the Customer is responsible for all taxes, duties, levies, fees, or other similar charges imposed on Onomondo or on the Customer by any taxing authority as a result of performance under this Agreement. Any such tax shall not affect the amount owed to Onomondo under an invoice which shall not be subject to any deduction or withholding.
- 12.8 If an invoice is not paid before the stated due date, the Supplier will give the Customer notice thereof. If the due date is exceeded, default interest is to be paid. Default interest will be determined in accordance with the current provision of the Danish Interest Rate Act. Additionally, a reminder fee will be added and charged on the next invoice.
- 12.9 In the event the Customer disputes any portion of an invoice, the Customer shall notify the Supplier in writing within seven (7) calendar days of receipt of the disputed invoice, providing a detailed explanation of the disputed amount. The Customer shall timely pay the undisputed portion of the invoice in accordance with the payment terms set forth in clause 11.
- 12.10 If the Supplier has suspended the Customer due to non-payment, reopening cannot take place until the balance due to Supplier, including reminder fees and any incurred default interest, has been paid in full. In such an event, the Customer and Supplier can enter into a separate payment agreement.
- 12.11 The Supplier may include in any Invoice amounts properly payable in respect of unpaid amounts outstanding from a previous billing period, which were not previously invoiced for technical or other reasons.
- 12.12 The Supplier is entitled to make changes to prices and/or fees as a result of changes in law, other regulations, changed taxes, fees or other charges, and/or in other circumstances beyond the Supplier's control that may affect the Supplier's prices. Further, the Supplier may amend the Pricing at any time. The Supplier shall give the Customer at least 15 days prior notice.

13. Credit Limits

- 13.1 Onomondo may provide the Customer with a Credit Limit from time to time, which may be made available for the Customer in the Order Form.
- 13.2 The Credit Limit provided by Onomondo will be determined at the sole discretion of Onomondo based on such financial information provided by the Customer.
- 13.3 In order to permit Onomondo to determine the amount of applicable Credit Limit to be offered by it, the Customer agrees to provide Onomondo with all relevant and reasonably necessary financial statements and other data as Onomondo discretionary requests. In the event that the Customer is unwilling to provide the requested information, the Customer acknowledges and accepts that its Credit Limit may be reduced, e.g. to zero or withdrawn entirely.
- 13.4 In lieu of, or in addition to, a Credit Limit, Onomondo may require a deposit or standby letter of credit (the "Security Deposit"). Such Security Deposit, if requested, must be in an amount, form, and from a financial institution, acceptable to Onomondo.
- 13.5 The Customer shall not exceed any Credit Limit granted to it by Onomondo.

- 13.6 If at any time the total of billed but unpaid, and unbilled usage indicates that the Customer is likely to reach or exceed its Credit Limit before the next payment is due, the Customer shall be required, on receipt of a written demand, to make immediate ad hoc payment(s) to Onomondo by electronic transfer (or such other method as agreed by the parties) in order:
- 13.6.1 to reduce the Customer's aggregate liability to Onomondo to an amount less than the Credit Limit; and
- 13.6.2 to ensure that the Credit Limit shall not be exceeded until the next Invoice is satisfied.

14. Intellectual Property Rights

- 14.1 For the purpose of the Agreement "Intellectual Property Rights" means (i) copyright, rights affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in confidential information, including under marketing legislation, (ii) applications for registration, and the right to apply for registration, for any of the rights listed in item (i) that are capable of being registered in any country or jurisdiction, and (iii) all other rights having equivalent or similar effect in any relevant country or jurisdiction in the world.
- 14.2 As between the Parties, the Supplier reserves all right, title and interest in and to all Intellectual Property Rights, the source code in the Services and any other rights, title and interest in relation to the Services, any improvements, design contributions or derivative works thereto and all data generated by the use of the Services. No intellectual property rights are transferred from one Party to another unless otherwise specifically stated.

15. Indemnity

- 15.1 The Customer shall indemnify, defend, and hold harmless Onomondo and its respective officers, directors, employees, consultants, and agents (collectively "Indemnitees") against any liability, losses, damages, penalties, judgments, awards, settlements, costs, and expenses, whether direct or indirect (collectively "Losses"), suffered or incurred by any Indemnitee as a result of any third-party claim, allegation, action, suit, or proceeding (including any investigation or other claim, allegation, action, suit, or proceeding by any governmental authority) arising from or related to any failure by the Customer to comply with applicable laws, regulations, or industry standards in connection with the installation, operation, maintenance, or use of the IoT services, devices, or applications (collectively "IoT Services") provided by Onomondo (collectively "Claims"). The Customer's indemnification obligations under this clause shall include, without limitation, the payment of any attorneys' fees, expert fees, court costs, and any other reasonable expenses incurred by the Indemnitees in the defense, settlement, or satisfaction of any such Claims.

16. Exclusion and Limitation of Liability

- 16.1 The following provisions in this clause set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents, and sub-contractors) to the other Party in respect of any breach of contract, breach of warranty, misrepresentation, tortious act or omission including negligence, or otherwise arising under or in connection with this Agreement.
- 16.2 Neither Party excludes or restricts liability in respect of:

- 16.2.1 death and/or personal injury resulting from its own negligence or that of its employees, agents, or subcontractors;
- 16.2.2 fraud and/or fraudulent misrepresentation; or
- 16.2.3 any other liability not capable of exclusion or limitation under applicable Danish law
- 16.3 Without prejudice to clause 16.2, neither Party shall be liable to the other or any other person for:
 - 16.3.1 any loss of profit, business, revenue, contracts, opportunity, goodwill, or anticipated savings, whether direct, indirect, foreseeable, or unforeseeable; or
 - 16.3.2 any type of special, indirect, incidental, or consequential loss, or punitive or exemplary damage; or loss of or damage to data;
 - 16.3.3 whether arising from negligence, breach of contract, or otherwise under or in connection with this Agreement.
- 16.4 Onomondo shall not be liable for any delay or failure to perform its obligations under this Agreement, or be liable for any losses suffered or incurred by or awarded against the Customer under or in connection with this Agreement if and to the extent that such delay, failure, or losses are caused by any acts or omissions of the Customer or the Customer's employees, agents, or contractors or due to a breach of this Agreement by the Customer.
- 16.5 In the event of claims, fines or penalties are made or imposed on Onomondo by a governmental authority resulting from the Customer's non-compliance with their obligations under Subclause(s) 10.1.8 and 10.1.9 of this Agreement, the Customer acknowledges and agrees that they shall be solely responsible for, and shall indemnify and compensate Onomondo for any such claims, fines or penalties and hereto interest and other fees.

17. Term and Termination

- 17.1 The Agreement remains in force until terminated by one of the parties by giving at least 12 month's prior written notice.

17.2 Notwithstanding the above, the Supplier may terminate the Agreement immediately if one or more of the following circumstances occur:

- I. The other Party commits a material breach of the Agreement and/or obligations in section 9 and 11, and provided the breach is capable of remedy, the Party in question has failed to remedy that breach within thirty (30) days following receipt of a written notice from the other Party to do so; and/or
- II. The other Party commits a material breach of the Agreement and/or obligations in section 9, which is not capable of remedy; and/or
- III. the Customer fails to pay an invoice in excess of forty-five (45) days after the deadline of that invoice; and or
- IV. the Customer is involved with - proven - bad taste (companies, its board members or known direct shareholders with a proven direct reference to such matters such as criminal, illegal or wrong financial behaviour, violence or drugs; and/or
- V. the Customer has proven negligence of essential consumer rights, breach of consumer protection legislation, non-compliance with material obligations with regards to applicable legislation, applicable self-regulation and applicable industry codes of conducts; and/or
- VI. the Customer has conflict with key interests of Onomondo and Third Party Operators in its Roaming Footprint due to significant legal issues with or court cases against the Customer.
- VII. The Customer has any device or set-up to route (fraudulent) traffic (whether of third parties or otherwise)

18. Effect of Termination

- 18.1 Upon termination of the Agreement for any reason, all rights, and obligations of the Parties under this Agreement shall cease, except for those provisions that expressly or by their nature survive termination, including, without limitation, payment obligations, intellectual property rights, and confidentiality.
- 18.2 Within thirty (30) days of termination, the Customer shall return or, at the Supplier's direction, securely destroy all Confidential Information of the Supplier and certify in writing to the Supplier that it has done so.

19. Confidentiality

- 19.1 Either party may disclose Confidential Information (as defined below in section 19.2) to the other party during the Term of this Agreement.
- 19.2 "**Confidential Information**" means all information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") which is in tangible form and labeled "confidential" or the like, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The following information will be considered Confidential Information whether or not marked or identified as such: (a) the terms of this Agreement including all Order Forms and pricing thereto, and (b) the Disclosing Party's strategic roadmaps, product plans, product, designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes.
- 19.3 Confidential Information will not include information that as shown by the Receiving Party's records was: (i) already known to Receiving Party at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information.

- 19.4 The Receiving Party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Disclosing Party. The Receiving Party will only use the Confidential Information of the Disclosing Party: (a) to exercise its rights and perform its obligations under this Agreement and the Guidelines; or (b) as otherwise required by law.
- 19.5 Neither party will disclose Confidential Information in violation of the terms and conditions of this Agreement to any third party without the prior written consent of the other party.
- 19.6 Notwithstanding the foregoing, each party may disclose Confidential Information, including the terms and conditions of this Agreement, without the prior written consent of the other party: (a) as compelled by law provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors; (c) in connection with the enforcement of this Agreement or rights under this Agreement; (d) the terms and conditions of this Agreement in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction; or (e) or to respond to an emergency which the Receiving Party believes in the good faith requires the Receiving Party to disclose information to assist in preventing the death or serious bodily injury of any person.

20. Transfer and Assignment

- 20.1 The Supplier is entitled to – in whole or in part – to transfer and/or assign rights and obligations in accordance with the Agreement within any company to which the Supplier wholly or partly transferred or transfers its business – regardless of the method of transfer without the prior written consent of the Customer.
- 20.2 The Customer may not, without the Supplier's written consent, transfer or assign its rights and obligations under the Agreement. A transfer is also conditional on both the Customer and other legal entity to whom the Agreement is transferred to (hereinafter "Third Party") accepting the transfer in full.
- 20.3 The Supplier may make the transfer conditional on all due amounts in connection with the Agreement, as well as amounts not yet due for ascertained consumption under the Agreement, and that a new credit limit is imposed on the Third Party.

21. Severability, survival and precedence

- 21.1 The invalidity, illegality or unenforceability of any section (or part of a section) of the Agreement does not affect the continuation in force of the remainder of the section (if any) and of the Agreement as a whole.
- 21.2 If there are any discrepancies, disputes, differences or the like between the Agreement and the Order Form; the Order Form shall prevail over the Agreement,

22. Entire Agreement and Interpretation

- 22.1 This Agreement constitutes the entire agreement between the Parties with respect to topics covered herein and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the Parties relating to the subject matter of the Agreement.

- 22.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 22.3 This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
- 22.4 The Supplier is entitled to from time to time adjust the terms governing this Agreement. Changes will be notified to the Customer 30 days before the change enters into force.

23. Data Processing and Responsibility

- 23.1 Onomondo and the Customer agree to comply with the GDPR (the Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation)) and any legislation and/or binding regulations implementing or made pursuant to it ("**Data Privacy Requirements**").
- 23.2 Onomondo shall comply with all relevant legislation in relation to lawful requests for traffic information and/or legal interception of calls and data routed or transported through the Mobile Network made by national regulatory authorities and/or other competent authorities, including but not limited to name and address data, SIM card, PUK code and Customer contracts.
- 23.3 Where, in connection with this Agreement, there is or may be a requirement for a Party to process Personal Data on behalf of the other Party, the Parties will enter into a Data Processor Agreement.
- 23.4 The Customer shall not add or store PII (Personally Identifiable Information) in the platform without prior written consent from Onomondo.

24. Force Majeure

- 24.1 Except for the payment obligations set out in this Agreement, neither Party shall be liable to the other to the extent it is prevented, hindered, or delayed from or in performing any of its obligations under this Agreement, directly or indirectly, due to a Force Majeure Event.
- 24.2 A Party prevented, hindered, or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, including but not limited to a pandemic, shall promptly notify the other Party in writing of the occurrence and nature of the Force Majeure Event. The affected Party shall use reasonable efforts to minimize the delay or non-performance of its obligations and shall act in accordance with Good Industry Practice.

25. Notices

- 25.1 Any notice given under or in connection with this Agreement by one Party to the other shall, except where expressly otherwise provided, be in writing and shall be sent by: (i) e-mail; or (ii) by hand delivery with receipt of delivery.

- 25.2 Onomondo's address for correspondence shall be H.C. Hansens Gade 4, 2300 Denmark, email: operations@onomondo.com and a copy of all legal notices shall be sent to Onomondo at the above address marked for the attention of: Legal Affairs, e-mail: legal@onomondo.com.

26. Governing Law and Dispute Resolution

- 26.1 The validity, interpretation, and performance of the Agreement, and the rights and obligations of the Parties hereunder, shall be construed and governed by the laws of Denmark disregarding any choice of law rules.
- 26.2 The Parties acknowledge that they will attempt to settle any disputes between them that may arise by negotiation in good faith.
- 26.3 If a dispute is not resolved by prior negotiation between the Parties, any dispute or claim arising out of or in connection with this Agreement or the breach, termination or invalidity hereof shall be settled by arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall be composed of three arbitrators, unless the Parties agree on one arbitrator who shall be appointed by the institute. In the event the arbitral tribunal shall be composed of three arbitrators, each Party appoints an arbitrator, and the institute appoints the chairman of the arbitral tribunal. If a Party has not appointed an arbitrator within thirty (30) days after having respectively requested or received notice of the arbitration such arbitrator is appointed by the institute. The language of the tribunal shall be English, and the place of arbitration shall be Copenhagen.
- 26.4 The Parties shall keep the arbitration proceeding, the subject thereof as well as any award confidential.

27. Change Log

- 27.1 29. August 2023