

1 INFORMATION ABOUT US

- 1.1 CSL Benelux B.V. a limited liability company incorporated under Dutch law and having its registered office in Roermond and principal place of business in Lookskade 20, 6041 LE Roermond.
- 1.2 CSL Benelux B.V. is part of the CSL Group of Companies. More information about the CSL Group its products and services can be found here at www.csl-group.com.
- 1.3 In these Conditions CSL Benelux BV shall be referred to as "**CSL Benelux**" or "**Supplier**"

2 DEFINITIONS AND INTERPRETATION

- 2.1 This document (the "**Conditions**") forms part of an agreement between CSL Benelux and the Customer. The Conditions together with the Order and the applicable Service Descriptions form the whole of the Agreement in accordance with which CSL Benelux agrees as applicable (i) to provide the Services and (ii) if applicable to permit the Customer to use the SIM Cards.

- 2.2 In these Conditions:

"**Agreement**" means, in order of precedence, the Order Form, these Conditions, and the Service Descriptions.

"**Applicable Laws**" means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.

"**Business Day**" means any day which is not a Saturday, Sunday or public or bank holiday in the Netherlands.

"**Business Hours**" means from 9.00 am to 5.00 pm on a Business Day.

"**Communication Provider**" means such telecommunications operators whether mobile or fixed line from time to time as may be the operator of the relevant Network.

"**Competent Authority**" means any governmental, judicial or regulatory authority having jurisdiction over the Network, this Agreement or any of the parties.

"**CSL Website**" means www.csl-group.com.

"**Customer Terminal Equipment**" means any equipment apparatus or software placed on a Customer's or End User's premises and connected to the Network or Equipment.

"**Effective Date**" means the earlier of the date when the Services are first made available to the Customer or the date when the Customer first starts to use the Services.

"**Equipment**" means any item of equipment or hardware (excluding SIMs) provided by the Supplier to the Customer.

"**End User**" means any legal entity or person with whom the Customer has an agreement to provide an alarm monitoring or telemetry service.

"**Group**" means in respect of a company, the ultimate parent undertaking of that company, together with every subsidiary undertaking of that ultimate parent undertaking.

"**Initial Term**" means the later of:

- (a) the period specified in the Order; or
- (b) 12 months from the date of the Order; and
- (c) if applicable for Services connected to the Network, 12 months from the date when the Services are first made available to the Customer or the date when the Customer first starts to use the Services.

"Network" means any and all of the telecommunications systems whether fixed or wireless operated by the Communication Provider(s) or other systems provided by a Third Party Service Provider as may be made available by the Supplier to the Customer for the purpose of providing the Services.

"Order" means an order for Services submitted by the Customer via the CSL Website which has been accepted by CSL Benelux.

"Periodic Charges" means any Service Fees payable by the Customer on a recurring basis.

"Price List" means the current price list provided to the Customer from time to time and subject to review in accordance with clause 12.9.

"Roaming" means use of the Service where access is provided via an alternative wireless data service and where the Communication Provider has an agreement with the alternative wireless data service provider for such access.

"Services" means the services made available by CSL Benelux for purchase by the Customer as itemised in the Price List or made available at the CSL Website.

"Service Descriptions" means the product and services descriptions for the CSL Benelux product suite available at the CSL Website.

"Service Fees" means the fees to be paid by Customer to CSL Benelux for the Services as calculated in accordance with the Price List.

"SIM(s)" means a Subscriber Identity Module card containing data (including the Customer's identity) which has been supplied to the Customer by the Supplier.

"Third Party Services" means services not provided or hosted by the Supplier but by a third party that the Supplier resells or incorporates into the Services that the Supplier provides under this Agreement.

"Third Party Service Provider" means the provider of any Third Party Services.

"VAT" means value added tax or other local sales tax.

2.3 In this Agreement, unless otherwise specified, any reference to:

- (a) a "subsidiary" or "subsidiary undertaking" is to be construed in accordance with clause 2:24a of the Dutch Civil Code;
- (b) times of the day are to Dutch time; and
- (c) writing includes email.

2.3.2 The headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

2.3.3 In this Agreement, any phrase introduced by the words *include, including, includes* and *such as* are to be construed as illustrative and shall not limit the sense of the words preceding those words.

3 **ORDERING**

- 3.1 Customer shall place orders for Services using CSL Benelux's online ordering system found at <https://ordering.csldual.com/login>.
- 3.2 All Orders for Services will be subject to these Conditions and the applicable Service Descriptions. An Order shall be regarded as an offer by Customer to be supplied the Services. Acceptance of an Order by CSL Benelux will occur when CSL Benelux accepts the Order in writing (including by confirmation email) or otherwise provides the services ordered.
- 3.3 Each Order for Services shall constitute a separate contract between the parties for the Services on the terms set out in these Conditions.

4 **TERM**

- 4.1 This term of this Agreement commences on the date the Customer's Order is accepted by CSL Benelux and shall except as expressly provided otherwise in this Agreement continue for the Initial Term.
- 4.2 After the Initial Term, the Agreement shall (except as expressly provided otherwise in the Agreement) continue in force until no more Services are provided or until terminated in accordance with Clause 15.

5 **PROVISION OF THE SERVICES**

- 5.1 CSL Benelux shall supply the Services to Customer in accordance with these Conditions and the Service Descriptions. CSL Benelux shall be entitled to make changes to the Conditions and the Service Descriptions to comply with changes in Applicable Law.
- 5.2 The Customer acknowledges and agrees it is technically impracticable to provide completely fault free Services and the Supplier does not undertake to do so. The Customer acknowledges that the Supplier's ability to provide the Services may be affected by circumstances beyond its control, including but not limited to, atmospheric conditions, equipment failures and maintenance work. Coverage maps are an estimate and are not a guarantee of coverage.
- 5.3 During the Term CSL Benelux shall provide Customer with technical and network support via CSL Benelux's 24H Support Team.

6 **DELIVERY PROPERTY AND RISK**

SIM Cards

- 6.1 Risk shall pass to the Customer on delivery of any SIMs to the Customer. Risk means (i) a duty to take reasonable care of the SIMs received and (ii) responsibility for damage caused to or by use, handling or storage of the SIMs.
- 6.2 Notwithstanding delivery and the passing of risk in any SIMs, unless otherwise expressly agreed between the parties in writing, title in the SIMs shall not pass to the Customer but shall remain vested in the Supplier or as applicable the Communication Provider. The Supplier reserves the immediate right of repossession of any unused SIMs on termination of the Agreement.

Equipment

- 6.3 Risk in Equipment shall pass to the Customer on delivery of the Equipment to the Customer. Title to each item of Equipment purchased without a Network connection shall vest in the Customer upon full payment for the item.
- 6.4 The Supplier reserves the immediate right of repossession of any Equipment which has not been paid for to which Supplier has retained title. Customer hereby grants, and shall use all reasonable endeavours to procure that any third party which holds such Equipment shall grant, an irrevocable right and licence to the Supplier's employees, agents and contractors to enter all or any premises where Equipment is stored without prior notice to inspect the Equipment or to recover them.

Equipment supplied with a Network connection

- 6.5 Where an item of Equipment or other CSL Benelux product is supplied (i) as part of a connection packaged service to a Network or (ii) expressly identified in the Price List or CSL Website as being supplied as part of the Services then in each case risk in such Equipment shall pass to the Customer on delivery of the Equipment to the Customer. Title to each item of such Equipment shall remain vested in CSL Benelux at all times. When the Services to which the Equipment relates are terminated the Customer must at its own expense return the Equipment to CSL Benelux within thirty (30) days. If the Equipment is not so returned CSL Benelux reserves the right to charge the Customer a termination fee which is a percentage of the Equipment list price based on when the termination occurs as follows: 1st year: 100%, 2nd year: 70%, 3rd year: 40%, further years: 0%. The list price for the Equipment is set out in the prevailing Price List at the date of termination.

7 SIMS AND EQUIPMENT

SIMs

- 7.1 SIMs are supplied to the Supplier under license from Communication Providers and will at all times remain the property of the Supplier or the Communication Provider. The Customer cannot sell the SIM number, code, IP address, mobile number, or any associated number or agree to transfer them to a third party.
- 7.2 All the Customer's rights to use the SIM, SIM number, code, IP address or any associated number will cease upon termination of this Agreement or the relevant Services.
- 7.3 The Customer must inform CSL Benelux immediately if a SIM is lost, stolen, damaged or destroyed, or the Customer becomes aware that it or the Services are being used in an unauthorised manner.
- 7.4 The Customer will not use a SIM for any purpose other than for accessing the Services. The Supplier reserves the right to disconnect or suspend a SIM if it deems acting reasonably and in good faith that it is being misused. The Customer will be liable for any charges resulting from the misuse of a SIM or the information contained within a SIM.

Equipment supplied with no connected service

The Supplier will provide a return to base manufacturer's warranty relating to the Equipment sold outright to the Customer that the Equipment will be free from material defects in materials and workmanship under normal use and service for two (2) years from the date of sale or longer if an extended warranty period is provided by the original manufacturer.

Equipment supplied with a connected service

Unless a different period is set out in the applicable Services Description or on the CSL Website, the Supplier will provide a return to base manufacturer's warranty relating to the Equipment provided to the Customer that the Equipment will be free from material defects in materials and workmanship under normal use and service for sixty (60) months from the date of first supply.

8 THIRD PARTY SERVICES

- 8.1 The Customer acknowledges that in relation to the Services or part of the Services the Supplier may be reselling utilising or incorporating Third Party Services, including hosted Third Party Services. The Customer acknowledges that the Supplier's ability to procure Third Party Services may be affected by circumstances beyond its control including termination of third party supply agreements or events affecting the Third Party Service Provider. The Supplier will pass to Customer, to the extent that it is permitted to do so, the benefit of any service level agreement given by the supplier of the Third Party Services.
- 8.2 The Customer agrees that access to Third Party Services is subject to compliance with any Third Party Service Provider's terms and conditions of use.

9 USE OF THE SERVICES

- 9.1 The Customer shall ensure that any use of the Services shall:
- 9.1.1 comply with all Applicable Laws;
 - 9.1.2 not contravene any terms of a licence applicable to the parties or code of practice or guidelines issued by a Competent Authority and not in any way be fraudulent or unlawful (including by sending unsolicited advertising or promotional materials and making nuisance calls);
 - 9.1.3 be consistent with a reasonable customer's good faith use of similar services (including complying with any reasonable instructions provided by the Supplier or the Communication Provider or Third Party Service Provider, not acting in a way that could adversely affect the provision of Services to the Supplier or the Communication Provider's or Third Party Service Provider's other customers and not using the Services in a way which may cause reputational damage to the Supplier or the Communication Provider or Third Party Service Provider);
 - 9.1.4 not interfere with any third party's rights (including such third party's Intellectual Property Rights);
 - 9.1.5 comply with any instructions referred to in clause 10.1.4 or any instructions received from the Communication Provider or Third Party Service Provider; and
 - 9.1.6 comply with the Customer's obligations under this Agreement.
- 9.2 The Supplier may (at the Supplier's option acting reasonably and in good faith) pre-approve any or all equipment within which the SIMs are used. All Customer equipment must be compatible with the Network, the Services, the Equipment and the SIMs and not harm the Network, or equipment belonging to another customer and be connected to the Network in accordance with the Supplier's and the Communication Provider's or Third Party Service Provider's instructions.
- 9.3 The Customer must comply with such security or other provisions in relation to Roaming as provided by the Supplier or the Communication Provider from time to time.

10 VARIATIONS TO THE SERVICES

- 10.1 The Supplier shall be entitled at any time:
- 10.1.1 for operational reasons to change the codes or the numbers allocated to the Customer or the technical specification of the Services, provided that where possible any change to the technical specification does not materially affect the performance of the Services;
 - 10.1.2 to change the way it provides the Services if the Communication Provider or Third Party Service Provider changes the way it provides the Services or any part of them to the Supplier;
 - 10.1.3 to suspend the Services or any part of the Services:
 - (a) for modification or maintenance work;
 - (b) if the Network fails or is unavailable for any reason;
 - (c) if the Third Party Services fail or are unavailable for any reason;
 - (d) to comply with the requirements of the Communication Provider, the Third Party Service Provider or any Competent Authority;
 - (e) because of an emergency, for reasons of security, or upon instruction by emergency services, any Competent Authority;

- (f) for late payment (subject to first providing a warning notice in accordance with clause 12.8);
 - (g) if the Supplier believes acting reasonably and in good faith the Customer is conducting its business illegally or for an illegal purpose; or
 - (h) if the Supplier believes acting reasonably and in good faith a SIM is being used fraudulently or illegally or if it has been lost or stolen;
- 10.1.4 to give the Customer instructions which are reasonably necessary for reasons of health, safety or the quality of the Services provided by the Supplier to the Customer or any other customer; and
- 10.1.5 to disconnect a SIM in the event that the Supplier exercises its right(s) of suspension in accordance with the Agreement and the event that gave rise to the suspension is: (i) not capable of remedy; or (ii) is capable of remedy by the Customer, but the Customer fails to so remedy within 15 days of receiving notice from the Supplier specifying the issue and requiring it to be remedied.
- 10.2 The Supplier will give the Customer as much notice as possible before taking any of the above actions and if it is necessary to suspend the Services, will whenever practicable, agree with the Customer when this will happen.
- 10.3 Where the Services are suspended under this clause 10, the Customer must, where the suspension is due to an act or omission of the Customer, pay the Charges for the Services and any reasonable costs incurred by the Supplier or its Communication Provider or Third Party Service Provider in the implementation of such suspension until this Agreement is terminated.
- 11 CUSTOMER OBLIGATIONS**
- 11.1 Any Customer Terminal Equipment connected to or used with the Services must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 11.2 Any Customer Terminal Equipment, which is attached (directly or indirectly) to the Services, must be technically compatible with the Services and approved for that purpose under any relevant legislation.
- 11.3 The Customer shall provide CSL Benelux with any and all information and/or assistance that CSL Benelux may require in order to perform the Services. The Customer shall ensure that the information is complete and accurate. CSL Benelux shall not be responsible for any failure and/or delay in providing the Services if such failure and/or delay is as a result of the Customer's failure to provide CSL Benelux with the required information and/or assistance. The Customer will be liable for any administrative charges it or its Communication Provider incurs as a result of information that it receives from the Customer which is incomplete or inaccurate.
- 11.4 The Customer will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure any software used with or in connection with the Services, not provided by CSL Benelux or its Communications Provider is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.
- 12 SERVICE FEES**
- 12.1 The Service Fees that Customers have to pay for the Services will be shown on the Order and/or invoices.
- 12.2 The Service Fees do not include value added tax which Customer shall pay, in addition, at the rate prevailing on the date that the Services were supplied, and in the manner prescribed by Applicable Law.
- 12.3 Any Periodic Charges will be calculated in accordance with the Price List as may be revised from time to time. The Periodic Charges will begin on the Effective Date. The Customer shall pay the

Periodic Charges as stated in the Order or where not specified on the Order in default payment shall be made annually in advance. CSL Benelux may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future Periodic Charges.

- 12.4 CSL Benelux shall invoice Customer the Service Fees and any other amounts due under this Agreement monthly in advance or as otherwise set out in the Order.
- 12.5 CSL Benelux shall provide Customer with 12 months airtime in the first invoice for each connection. By way of example, a unit connected at any time during the month of June 2020 will have a renewal invoice raised from the 1st July 2021.
- 12.6 CSL Benelux shall invoice Customer the Service Fees for SIM only services from the date of connection of the SIM to the Network.
- 12.7 Customer shall pay CSL Benelux the Service Fees and any other amounts due under this Agreement within 30 days of invoice.
- 12.8 If full payment is not received by the invoice due date CSL Benelux will send a written notice to Customer requiring full payment of outstanding amounts to be made within 14 days of the date of the notice. If full payment is not received within 14 days of the date of the notice, CSL Benelux may suspend supply of the Services until full payment of outstanding amounts are received. CSL Benelux will be entitled to charge interest on the amount outstanding at the rate of 3% per annum above the London Inter Bank Offer Rate.
- 12.9 CSL Benelux reserves the right to implement revised pricing and to issue a new Price List by giving thirty (30) days written notice of the new pricing to the Customer. The new pricing for Services will apply from the expiry of the notice period.

Fair Use Policy

- 12.10 Unless other terms are agreed in an Order confirmation (issued by CSL Benelux when CSL Benelux accepts your order) or other written agreement for Services utilising a SIM connection the following general provisions shall apply.

Aggregated Monthly Allowance	means the total data, voice minutes or SMS allowance for all SIM Cards on an Aggregated Tariff calculated as follows: total allowance = data allowance per SIM Card + Voice Minutes allowance per SIM Card + SMS allowance) per SIM Card x number of SIM Cards on the Aggregated Tariff
Aggregated Tariff	means a tariff whereby a number of SIM Cards on the same tariff are identified as having their individual data, voice and SMS allowances 'aggregated'
Overage	means the consumption by you of data, voice minutes or SMS messages over and above those included in the Aggregated Monthly Allowance
Premium Rate	means mobile originated voice calls or SMS messages initiated from a SIM card to premium rate telephone numbers which are not included within the Aggregated Monthly Allowance
Overage Rate	means the charge per Megabyte, per Voice Minute or per SMS consumed over and above the Customer's Aggregate Monthly Allowance within an Aggregated Tariff

- 12.11 For SIM Cards with an Aggregated Tariff the Customer agrees to comply with and remain within the Aggregated Monthly Allowance. CSL Benelux reserves the right to charge for all Overage usage in excess of the Aggregated Allowance; such usage charges shall be calculated by reference to CSL Benelux's prevailing standard Overage Rates published by CSL Benelux from time to time or otherwise available on request. Any charges for Overage will be applied and charged monthly in arrears.

- 12.12 Any unused voice minutes, SMS and mobile data allowances included within the Aggregated Monthly Allowance cannot be carried over into the following month or any subsequent months.
- 12.13 Where a connection charge or SIM supply fee is applicable, this will be a single, non-recurring payment which will be invoiced on or after connection of a new SIM to the Service.
- 12.14 CSL Benelux may apply a restriction on SIM usage (such as a cap on usage) if CSL Benelux believes that any SIM usage is outside of expected usage patterns. CSL Benelux is not obliged to monitor the Customer's usage patterns and the Customer remains responsible for all charges that are incurred by each SIM.
- 12.15 For connections to the Service terminated before the end of any Minimum Term, the remaining per SIM per month charge is payable to the end of the Minimum Term.
- 12.16 If the Customer requests to port or migrate its SIMs to another supplier, CSL Benelux reserves the right to charge an administration fee per SIM Card in addition to any other charges that may be applicable.

13 **EXCLUSION OF WARRANTIES**

- 13.1 Customers must satisfy themselves as to the suitability of the Services for their needs. CSL Benelux does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment of any physical items supplied as part of the Services including Equipment must be agreed in writing with CSL Benelux prior to supply.
- 13.2 Customers are not automatically entitled to repair or replacement of any physical items supplied as part of the Services other than as set out in these Conditions or a Service Description or as expressly agreed by CSL Benelux in writing. CSL Benelux shall have no liability or obligation for defects in any physical items supplied as part of the Services (including Equipment) or the Services or failure to remedy defects except as expressly provided under this Agreement.
- 13.3 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of the Services or any physical items supplied including Equipment as part of the Services is given or assumed by CSL Benelux and all such warranties are hereby excluded.

14 **CONFIDENTIALITY**

- 14.1 In this Agreement *Confidential Information* includes:
- (a) all information in whatever medium relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs and/or business of a party and/or its customers, clients, suppliers, holding companies and/or subsidiaries;
 - (b) the terms or subject matter of this Agreement; and
 - (c) the negotiations relating to this Agreement.
- 14.2 Each party shall both during this Agreement and thereafter:
- (a) keep all Confidential Information disclosed to it by the other party strictly confidential;
 - (b) not disclose any such disclosed Confidential Information to a third party, other than to such of its employees and/or officers as will of necessity acquire it as a consequence of the performance of that party's obligations under this Agreement, and only then provided that the relevant party shall ensure that each such employee and/or officer shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company other than those for which or to whom that party may lawfully use or disclose it under this Agreement; and
 - (c) use Confidential Information disclosed to it only in connection with the proper performance of

this Agreement.

- 14.3 Clause 14.2 shall not apply to any Confidential Information to the extent that it:
- (a) comes within the public domain other than through breach of Clause 14.2;
 - (b) is required or requested to be divulged by any Competent Authority to which either party is subject, wherever situated;
 - (c) is disclosed on a confidential basis for the purposes of obtaining professional advice;
 - (d) is known to the receiving party before the disclosure to it; or
 - (e) is disclosed with the other party's prior written approval to the disclosure.
- 14.4 The obligations in this clause shall continue in force for five years after and despite the expiry or termination of this Agreement, whatever the reason for termination.
- 15 **TERMINATION**
- 15.1 If the Communications Provider providing the required connectivity for the Network to operate definitively ceases to provide such connectivity to CSL Benelux, CSL Benelux may terminate this Agreement at any time on three months written notice to the Customer provided that:
- (a) CSL Benelux has performed all of its contractual obligations to the Communications Provider; and
 - (b) CSL Benelux has, despite using best endeavours, not been able to procure connectivity for the Network from a different communications provider on commercially reasonable terms.
- 15.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:
- (a) has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the breach within 30 days after receiving notice from the terminating party specifying the breach and requiring the breach to be remedied;
 - (b) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation;
 - (c) is the subject of the commencement of any bankruptcy proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within 14 days of presentation); or
 - (d) has an administrator, an administrative receiver or trustee appointed over all or any of its assets.
- 15.3 The expiry or termination of this Agreement for any reason shall not affect:

- (a) any rights, obligations and/or liabilities accrued before the date of termination or expiry; or
- (b) any rights, obligations and/or liabilities expressed to continue in force after and despite expiry or termination.

16 LIMITATIONS OF LIABILITY

16.1 Nothing in this Agreement shall limit or exclude the liability of either party to the other in respect of:

- (a) an intentional act ('opzet') or gross negligence ('grove schuld');
- (b) death or injury to persons caused by negligence;
- (c) any other liability which cannot by law be limited or excluded;

16.2 Neither party shall be liable to the other for any of the following types of loss or damage even in each case if the party has been advised of the possibility of such loss or damage:

- (a) indirect or consequential loss;
- (b) loss of profits, revenue, loss of data, contracts or anticipated savings.

16.3 Subject to Clause 16.1 the liability of CSL Benelux under or in connection with this Agreement howsoever arising (including by way of negligence) shall be limited to the amount of Service Fees paid or payable by the Customer in the 12 months preceding the date of the relevant claim. The parties acknowledge that this is a reasonable cap based on the value of this Agreement. This limitation of liability is cumulative and not per incident (i.e., the existence of two or more claims will not enlarge this limit).

17 DATA PROTECTION

17.1 Customer and CSL Benelux agree that it is not their intention that any Personal Data should be transferred or processed as part of the Services provided by CSL Benelux.

17.2 This Clause will apply only where one party (the "**Controller**") provides Personal Data to the other party (the "**Processor**") during the course of CSL Benelux providing its services.

17.3 In this Clause:

17.3.1 Data Subject, Personal Data and processing shall have the meanings given to them in the Data Protection Laws from time to time and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR;

17.3.2 Data Protection Laws means all laws applicable to any personal data processed under or in connection with this agreement including the GDPR, any laws which implement any such laws, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

17.3.3 GDPR means the General Data Protection Regulation (EU) 2016/679;

17.3.4 Protected Data means Personal Data received from or on behalf of the Controller in connection with the performance of the Processor's obligations under this Agreement; and

17.3.5 Sub-Processor means any third party engaged by the Processor to carrying out any processing activities on behalf of the Controller in respect of the Protected

Data.

- 17.4 *Compliance with Data Protection Laws* - The Controller shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Controller shall ensure all instructions given by it to the Processor in respect of Protected Data shall at all times be in accordance with Data Protection Laws. The Processor shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.
- 17.5 *Instructions* - The Processor shall only process the Protected Data in accordance with the Controller's written instructions except where otherwise required by applicable law (and shall inform the Controller of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If the Processor believes that any instruction received by it from the Controller is likely to infringe the Data Protection Laws it shall promptly inform the Controller.
- 17.6 *Processor's Personnel* - The Processor shall ensure that persons authorised to process the Protected Data are under an obligation of confidentiality in respect of the Protected Data.
- 17.7 *Security* - The Processor shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 17.8 *Sub-processing* - The Processor shall not permit any processing of Protected Data by a Sub-Processor without the prior notification to the Controller and the Processor must appoint any Sub-Processor under a written contract containing materially the same obligations as under this Clause 15.
- 17.9 *Assistance* - The Processor shall (at the Controller's cost):
- 17.9.1 assist the Controller in ensuring compliance with the Controller's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Processor; and
 - 17.9.2 taking into account the nature of the processing, assist the Controller (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Controller's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.
- 17.10 *Audits and processing* - The Processor shall make available to the Controller all information as is necessary to demonstrate the Processor's compliance with the obligations placed on it under this Clause 14 and allow for and contribute to audits, including inspections, conducted by the Controller (or another auditor mandated by the Controller) for this purpose.
- 17.11 *International transfers* - The Processor shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any international organisation where permitted by the Data Protection Laws.
- 17.12 *Breach* - The Processor shall notify the Controller without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 17.13 *Deletion/return* - At the end of the provision of the services relating to the processing of Protected Data, at the Controller's cost and the Controller's option, the Processor shall either return all of the Protected Data to the Controller or securely dispose of the

Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Processor to store such Protected Data.

18 NOTICES

18.1 Notices between the parties relating to this Agreement must be in writing and must be delivered personally or sent by prepaid first class post, pre-paid air mail post to the address or by email to the email address set out on the Front Sheet. Alternative details may be notified by a party for the purposes of this clause.

18.2 Notices by hand or sent by first class post or air mail post shall be treated as received as follows: if delivered by hand, when delivered; if sent by first class post, 48 hours after posting; if sent by air mail post, 72 hours after posting. Any notices that would be treated as received out of Business Hours shall be deemed given on the next Business Day.

19 REPRESENTATIONS AND WARRANTIES

19.1 Each party represents and warrants to the other party that in respect of itself:

- (a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business) and is fully qualified and empowered to own its assets and carry out its business; and
- (b) it has full power to enter into (and to exercise its rights and perform its obligations under) this Agreement and this Agreement when executed will constitute valid, lawful and binding obligations on it, in accordance with its terms.

20 ENTIRE AGREEMENT

20.1 This Agreement together with the documents referred to in it represent the entire terms agreed between the parties in relation to its subject matter and supersedes and extinguishes all previous contracts, arrangements, representations, warranties of any nature whether or not in writing between the parties relating to its subject matter.

20.2 Each party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement it is not relying upon (and shall have no remedy in respect of) any statement, representation, warranty, promise or assurance made or given by any other party or any other person (whether negligently or innocently made), whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement.

21 AMENDMENTS

CSL Benelux may make changes to the Services, as long as the changes do not materially alter the performance or functionality of the Services (and such change is applicable to all customers of CSL Benelux in the territory). Any other purported variation of this Agreement is not effective unless in writing signed by or on behalf of each of the parties.

21.1 CSL Benelux have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting CSL Benelux's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in CSL Benelux's business strategy and operations and changes to the Network's capabilities.

22 ANTI-BRIBERY AND CORRUPTION

22.1 Both parties shall not, and shall procure that their directors, employees, agents, representatives, contractors or sub-contractors shall not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the United Kingdom Bribery Act 2010.

22.2 Both parties shall have in place adequate procedures designed to prevent any person working for or engaged by them or any other third party in any way connected to this Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations or codes, including but not limited to the Bribery Act 2010.

22.3 Breach of this clause by the Customer shall entitle CSL Benelux to terminate this Agreement by written notice with immediate effect.

23 **MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

23.1 Neither party shall be liable for any breach of the Agreement or delays in performance directly or indirectly caused by circumstances beyond the reasonable control of that party including without limitation acts of God, acts of Government, or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightening, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case whether or not relating to that party's workforce) and which prevent that party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that party's reasonable control ("**Force Majeure Event**").

23.2 If a Force Majeure Event continues for more than four weeks CSL Benelux may serve notice on the Customer terminating this Agreement.

24 **CONFLICTS**

This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

25 **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

26 **REMEDIES NOT EXCLUSIVE**

Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

27 **NO WAIVER**

27.1 A failure or delay by either party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

27.2 A waiver by either party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default.

27.3 A purported waiver or release under this Agreement is not effective unless it is a specific authorised written waiver or release.

28 **SEVERANCE**

28.1 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any Competent Authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

28.2 If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the parties as recorded in this Agreement

29 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

30 **ASSIGNMENT**

CSL Benelux may transfer or assign any of its rights and obligations under this Agreement at any time without the Customer's consent. Customer shall not, without the written consent of CSL Benelux assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under the Agreement or any interest in them.

31 **FURTHER ASSURANCE**

Each party will at the request and expense of the other party execute any document and do anything reasonably necessary to implement this Agreement and use all reasonable endeavours to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.

32 **THIRD PARTIES**

The parties do not intend any third party to have the right to enforce any provision of the Agreement under clause 6:253 up to and including 6:256 of the Dutch Civil Code or otherwise.

33 **NOTICES**

33.1 Notices given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

33.1.1 to CSL Benelux at the address given above;

33.1.2 to the Customer at the address to which the Customer asks CSL Benelux to send invoices or, if the Customer is a limited company, its registered office.

33.2 A notice delivered by hand or courier is served when delivered, a notice sent by first class post is served 48 hours after posting (as evidence by a certificate of posting).

34 **GOVERNING LAW & JURISDICTION**

34.1 This Agreement and any non-contractual obligations arising in connection with it shall be governed by Dutch law.

34.2 The District Court of Amsterdam, the Netherlands shall have exclusive jurisdiction to determine any dispute arising in connection with this Agreement, including disputes relating to any non-contractual obligations.