Contents

Article 1 Definitions 3
Article 2 Services 4
Article 3 KPN LoRa Control Center 4
Article 4 Standards Compliance, Network Developments and Service Maintenance 4
Article 5 Connection Keys 5
Article 6 Data Protection and Privacy 6
Article 7 Charges 6
Article 8 Payment and billing 6
Article 9 Use 7
Article 10 Termination and dissolution 7
Article 11 LoRa Device 7
Article 1 Definitions
Terms that start with a capital letter in these Supplementary Conditions have the meanings respectively assigned to them in the General Conditions of Delivery and in this Article 1. For the avoidance of doubt any definitions used in these Supplementary Conditions in the singular include the plural meaning and words in the plural include the singular meaning.

‘Connection’ The possibility to connect a LoRa Device to the Service, by means of a Connection Key. Each Connection Key that the Customer uses to connect a LoRa Device to the LoRa Network counts as one individual Connection.

‘Connection Key’ A specific code provided to the Customer which enables the Customer to connect a LoRa Device to the LoRa Network.

‘Duty Cycle’ The maximum duty-cycle as imposed by the Dutch Radio communication Agency with regard to one of more frequencies used by Supplier for the provision of the Service in the Netherlands, expressed in a percentage of the transmission time with respect to a period of one hour.

‘Effective Date’ The date upon which the LoRa Connection Key connects to the KPN LoRa Network.

‘End User’ An actual user of the Service.

‘General Conditions of Delivery’ The General Conditions of Delivery of Supplier.

‘IEEE’ A universal standard managed and applied by the Institute of Electrical and Electronics Engineers (IEEE).

KPN LoRa Control Center An online portal provided to Customer, which enables the Customer i.a. to order Connections and to manage the Connection Keys.

‘LoRa Alliance’ Is an open, non-profit association of members, with the objective to standardize Low Power Wide Area Networks.

‘LoRa Device’ The Customer’s certified device that connects with the KPN LoRa Network.

‘LoRa Gateway’ Transmitting and receiving equipment which is necessary for the transmission of signals between the KPN LoRa network and LoRa Device.

‘LoRa Network’ A system of technical facilities that Supplier uses to deliver Services, only in so far as used to provide the agreed Services to Customer.

‘LoRa Network Server’ A network server, which is part of the KPN LoRa Network, which is used for authentication, initiating the Service, billing and security of the Lora Network.

‘Order’ An individual order for a Connection which is established by the Parties pursuant to article 3.

‘Service(s)’ The service (data communication) offered by Supplier, which enables Customer to use the LoRa Network to connect a LoRa Device.

‘Service Management Portal’ The management tool, which Customer may use to report malfunctions or file complaints with regard to the Service. The functionalities and capabilities of the Service Management Portal are further described in the Service Description.

‘Supplementary Conditions’ The supplementary conditions applicable to the Service.
Article 2 Services
2.1. These Supplementary Conditions apply to all offers and agreements whereby Supplier delivers the Service to the Customer.

2.2. Supplier shall provide each Service from the Effective Date(s) as agreed upon in the Order. All delivery times stated by Supplier shall be approximate and shall never be construable as deadlines. If Supplier does not meet a delivery time it shall not constitute as a breach by Supplier.

2.3. The Customer is not allowed to use the Services in such a manner that the LoRa Connections are implemented in switching or transmission systems other than the intended LoRa Device.

2.4. These Supplementary Conditions are not applicable to contracts with third parties that the Customer (or End User) enters into using a Connection, such as third party content services. They do apply to the use of the Connection to reach these third party services.

2.5. Supplementary terms and conditions can apply to specific service concepts. Supplier will publish them and declare them to be applicable.

2.6. If the Customer is not the End User, the Customer guarantees fulfilment of the obligations, as agreed by him, by the End User.

Article 3 KPN LoRa Control Center
3.1. The Customer has the right to place an Order by means of the KPN LoRa Control Center or the Service Management Portal. The following provisions apply to electronic ordering:

a. Supplier will register the relevant data for each new order;

b. Each Party will be responsible for the accuracy of the instructions and the information provided by such Party as part of an Order. Neither Party will be obligated to check the accuracy of the information provided by the other Party.

3.2. Access codes (i.e passwords) are used by the Customer to access the KPN LoRa Control Center and the Service Management Portal. Supplier will issue such access codes to the Customer, unless Supplier has indicated that the Customer may choose the access codes itself.

3.3. The Customer is responsible for keeping secret, securing and storing the security codes. The Customer indemnifies Supplier against any consequences resulting from the use of the security codes by himself or third parties.

3.4. The Customer must notify Supplier immediately if he has knowledge of unauthorized use of his security code or if he strongly suspects such use.

3.5. If Supplier knows of the unauthorized use of a security code, it is entitled to render it unfit for use temporarily or permanently.

Article 4 Standards Compliance, Network Developments and Service Maintenance
4.1. The technical properties of a Service or LoRa Network may be changed by Supplier in order to continue to meet current requirements and the latest technological requirements. Section 7.2 of the Telecommunications Act shall apply to modifications that concern a public electronic communication service provided by Supplier in the Netherlands.

4.2. Supplier will use reasonable efforts to ensure the provision of Services in accordance with applicable standards and legislation. Supplier shall give notice to the Customer if, as a result of (a change of) applicable standards and legislation, Supplier is unable to render the Services without the assistance of the Customer. The notice shall give details of the issue concerned and the activities to be undertaken by the Customer in order to ensure that the Services are provided in accordance with applicable standards and legislation. If the Customer, for whatever reason, is unable or unwilling to provide the required assistance, Supplier may, without prejudice to any contractual or statutory termination rights, unilaterally change the (relevant parts of the) Agreement to ensure compliance of Services in accordance with applicable standards and legislation. Section 7.2 of the Telecommunications Act shall apply to modifications that concern a public electronic communication service provided by Supplier in the Netherlands.

4.3. Customer may not exceed the maximum Duty-Cycle as imposed by the Dutch Radio communication Agency (Agentschap Telecom) with regard to one of more frequencies used by Supplier for the provision of the Service. For the Service the maximum duty cycle amounts to a maximum of 1%. Customer indemnifies Supplier against any consequences resulting from exceeding the maximum Duty-Cycle,
including but not limited to any penalties imposed by the Radio communication Agency. Customer acknowledges that the maximum Duty-Cycle and/or the frequencies used by Supplier may be changed by Supplier unilaterally due to changes in applicable standards and/or legislation. Supplier will use reasonable efforts to notify the Customer at least 3 months prior to implementation of such changes.

4.4. Customer acknowledges that the possibilities for building up Connections and the quality and properties of connections cannot be the same in all places at all times. The differences may depend, among other things, the radio coverage of the LoRa Network being used (which can be affected by, among other things, the location or presence in a building), the quantity of telecommunications traffic and atmospheric conditions.

4.5. Customer acknowledges, as stipulated in the Service Description, that the Service provided by Supplier only covers that part of the LoRa Network which is managed by Supplier. For the purpose of the Service that includes all technical facilities used by Supplier, ranging from the LoRa Network Server to the LoRa Gateway. Customer accepts that any LoRa Device which is connected by Customer to the LoRa Network falls outside the scope of responsibility of Supplier under this Agreement.

4.6. Customer acknowledges that the transport of the Service takes place partially through the air. Supplier will use its best efforts to apply and support technologies, in accordance with standards of the LoRa Alliance, that impede the perusal of transmitted information by third parties.

4.7. Depending on the application of the Service by the Customer, Customer may need to take additional security measures, such as additional protection of a LoRa Device, additional security of application servers used by Customer or additional encryption of customer data. Customer acknowledges that the foregoing falls outside the scope of responsibilities of Supplier, appropriate measures need to be taken by the Customer.

4.8. Supplier will use its best efforts to provide Service with as little disruption as possible. However it is technically impossible to prevent all service malfunctions or other limitations to the use of the Service. Liability for the non-functioning or not proper functioning of Services only exists within the limits of the applicable terms and conditions. Shortcomings of other providers of networks and services to which the LoRa Network are directly or indirectly connected and from other providers are not attributable to Supplier.

4.9. The LoRa Network and Services are maintained by or on behalf of Supplier. Supplier may temporarily put (a part of) the LoRa Network provided by Supplier out of operation for the purposes of maintenance. Supplier will limit this to a minimum and where this is nevertheless necessary and reasonably possible it will give timely notification if this shutdown has noticeable implications for the Customer.

4.10. As soon as possible after Supplier becomes aware of them, it will investigate malfunctions and resolve them to the best of its ability.

4.11. The costs of investigating and resolving malfunctions will be borne by Supplier. These costs may be charged to the Customer if it emerges from the investigation that the malfunction is the result of an action by the Customer or End User that is contrary to what has been agreed.

Article 5 Connection Keys

5.1. In order to use the Service Customer requires an IEEE address block. Customer may use an own IEEE address block or an (sub)address block provided for by Supplier. The ownership of address blocks provided by Supplier remain with Supplier after termination of the Service.

5.2. The Customer must take all reasonable measures to protect a Connection Key against unauthorized use, theft or damage. The risk of loss, theft, damage, usage and misusage of Connection Keys is transferred from Supplier to the Customer upon the electronic and/or physical transfer of the Connection Key to the Customer.

5.3. The Customer shall properly protect the Connection Key against unauthorized use, theft or damage. The Customer shall obey any reasonable instructions coming from Supplier or its suppliers, related to the use of a Connection Key, in case of alleged fraud, possible misuse etc.

5.4. When the Agreement is partly terminated with respect to a Connection, the Connection Key related to this Connection must be returned to Supplier as indicated by Supplier.
Article 6 Data Protection and Privacy
6.1. Parties shall afford each other every cooperation to enable the other Party to fulfil its obligations under the Data Protection Act and, in the case of Supplier, under the Telecommunications Act.

6.2. In all instances Customer shall inform Supplier timely and properly of whether data processing for the purpose of the Agreement falls under the Data Protection Act and whether the Dutch Data Protection Authority or the data protection officer of Customer has been notified of the processing. Customer shall reimburse Supplier for any work and/or costs necessary in respect of obligations mentioned in this article.

6.3. Customer shall ensure that the person with responsibility for data protection within the meaning of the Data Protection Act fulfils all obligations under the Act. Customer shall indemnify and hold harmless Supplier for all and any claims lodged by third parties against Supplier under the Data Protection Act.

6.4. Supplier shall have the right to block transmission of unwanted communication within the meaning of Section 11.7 of the Telecommunication Act, such as spam, malware and viruses.

Article 7 Charges
7.1. The Customer is responsible for all use made of his Connection, even if this is without his permission, consent or knowledge. All traffic costs incurred and other costs arising out of the use of the Connection are, to be borne by him.

7.2. Supplier is entitled to amend the prices, charges and tariffs. Amendments will come into effect four weeks after the date the announcement is sent or at a later date specified in the announcement, unless a different statutory term is required, which will be followed in that case. If the Customer refuses to accept an amendment, resulting in an increase to the charges and/or tariffs that apply to a Service it has ordered or purchased, it may terminate the order for that Service in writing as of the date on which the new charges or tariffs take effect. The right to terminate does not apply with regard to statutory changes in charges or tariffs.

7.3. Rate plan changes during the month will go into effect at the start of the new billing month and rate plan activations are charged on a full month basis.

Article 8 Payment and billing
8.1. Once a LoRa Device is connected to the LoRa Network, the Connection will be invoiced to the Customer. For all use of the Service, Supplier will send an invoice to the Customer containing the amounts payable by the Customer under an Order that have fallen due in the preceding calendar month(s). Each invoice will specify, in reasonable detail, a description of each charge or category of charges.

8.2. The fees stated in the invoice will be paid by the Customer in full within twenty-one (21) days of the invoice date, by crediting a bank account in the name of and designated by Supplier.

8.3. As long as payments have not been made by the Customer within twenty-one (21) calendar days calculated as from the due date with respect to one or more Order(s), Supplier is entitled to refuse any new Order placed by the Customer and in addition Supplier is entitled to suspend providing the Service to the Customer and/or dissolve the Agreement, subject to prior notification.

8.4. If Customer is located outside The Netherlands or pays from a bank account outside The Netherlands, Customer shall bear all bank-charges. No bank-charges can be deducted from any amounts payable by the Customer.

8.5. Supplier shall collect all payments from the Customer by direct debit. If the Customer has provided Supplier with a direct debit authorization, Supplier is entitled to use it from the date of the invoice. Supplier may specify additional requirements or limitations for the payment methods, whereby Supplier is entitled to charge additional costs for payment methods other than direct debit.
Article 9 Use
9.1. The Customer is not permitted to misuse a Connection and/or the Service directly or indirectly, for example (but not limited to) by carrying out activities:
   a. that, contrary to the intention of the Service, limit the amounts owed to Supplier by the Customer or a third party;
   b. that cause malfunctions in Services, the LoRa Network and/or other (computer) networks or telecommunications infrastructures, or that cause a nuisance to them or unforeseen use of them;
   c. that harass or threaten third parties or that intrude upon their private lives in some other way;
   d. that conflict with the applicable legislation and regulations, including the national number plans.
   e. That infringes the intellectual property rights of third parties;

If in Supplier’s opinion, it is necessary, Supplier may immediately take the Connection with regard to a Service or otherwise (temporarily) out of a service wholly or in part.

Article 10 Termination and dissolution
10.1. As from the date any notice of termination of the Agreement is sent by either Party, no new orders will be accepted by Supplier.

10.2. The termination or dissolution of any order under this Section shall be carried out by means of a written statement or by confirmed e-mail.

Article 11 LoRa Device
11.1. The Customer shall be responsible for obtaining and maintaining any LoRa Device and any other equipment and ancillary services needed to connect to the LoRa-network. Customer acknowledges that LoRa Device can have different functionalities, which can have implications for the use of the Service.

11.2. The Customer shall insure that the LoRa Device shall meet the applicable legal requirements and industry standards, including but not limited to any standards provided by the LoRa Alliance. The Customer is responsible for the certification, also in the event that the certification requirements are updated. Uncertified hardware cannot and will not be accepted on the LoRa Network. The consequences, including possible financial consequences, of using devices that do not meet these requirements are at the expense and risk of the Customer.

11.3. The Customer shall also be responsible for maintaining the security of the LoRa Device, Customer account, passwords (including but not limited to administrative and user passwords), files and the Connection Key.

11.4. If a Connection has been terminated by removing the Connection from the LoRa Network, Customer is responsible for the subsequent behavior of the hardware in relation to possible traffic or (mobile) usage. If the hardware continuously attempts to reconnect to the LoRa Network, Supplier shall inform Customer of this. Customer shall remedy this situation within one calendar month from the date the notification. Should Customer fail to remedy the situation, then Supplier will be entitled to charge Customer the monthly bundle fee applicable to the Connection which has been terminated. This fee will be increased with 10% per subsequent month until the situation is remedied by Customer.