

TRILUX Connectivity for Digital Services - General Terms and Conditions

TRILUX Lighting Ltd., TRILUX House, Winsford Way, Boreham Interchange, Essex, CM2 5PD, UK ("**TRILUX**") enables corporate customers to use the Digital Services by connecting and transferring data from TRILUX luminaires via the Telekom mobile communications network using appropriate hardware ("**Connectivity**").

TRILUX provides all Connectivity services on the basis of these General Terms and Conditions ("**Contract**"). Any deviating terms and conditions of the customer as well as any amendments and supplements to this Contract shall only be valid if TRILUX has accepted them in writing. In these cases, this Contract shall apply supplementarily.

1. TRILUX services
 - 1.1 TRILUX, in cooperation with Deutsche Telekom GmbH ("**Telekom**"), provides Connectivity to the Digital Services within the scope of existing technical and operational possibilities. In particular, this includes granting access to Telekom's mobile communications network (or roaming partners abroad) within the transmission and reception range and enabling outgoing and incoming calls to be forwarded.
 - 1.2 To establish Connectivity, TRILUX provides the customer with Telekom hardware for the duration of this Contract in accordance with the sublease offer. Telekom remains the owner of the hardware at all times. The customer receives the hardware exclusively for the purpose of data transmission within the contractually agreed framework. Any other use is not permitted.
 - 1.3 Insofar as the provision of Connectivity is dependent on advance services provided by third parties (e.g. availability of transmission paths or facilities of other network operators and providers), TRILUX's obligation is subject to the proviso that these advance services are actually provided on time and in the appropriate quality. TRILUX's liability in relation to any third party failure shall be excluded to the fullest extent permitted by law.
2. Availability
 - 2.1 TRILUX provides Connectivity with an annual average availability of 97.0 percent. Availability is calculated on the basis of the time allotted to the respective calendar year in the contractual period less agreed maintenance times. TRILUX or Deutsche Telekom GmbH are entitled to carry out maintenance work for a total of five hours per calendar month from 3:00 am to 6:00 am CET. The aforementioned services may not be available or only be available to a limited extent during maintenance work.
 - 2.2 TRILUX is entitled to limit the services or to discontinue them in whole or in part, insofar as this is necessary for legal reasons, for example due to official orders or - without justifying a legal obligation to do so - to avoid disadvantages for the customer.
3. Maintaining the usability of the hardware
 - 3.1 TRILUX shall maintain the hardware in a condition suitable for the contractually agreed use for the entire duration of the contract. Any malfunctions or impairments of usability must be reported by the customer immediately via the hotline in accordance with clause 6.
 - 3.2 Defects shall be remedied regularly by means of rectification, i.e. telephone support in circumventing the defect or repair at the place of installation. TRILUX is obliged to restore the contractually agreed usability within a reasonable period of time. If the rectification fails or is uneconomical for TRILUX, TRILUX may require the customer to agree to the provision of new hardware of the same type, quality, configuration and individual setting.

- 3.3 The customer is entitled to the statutory claims due to defectiveness of the rented object subject to the above stipulations.
4. Obligations of the customer
 - 4.1 As far as necessary for installation or maintenance, the customer must grant TRILUX access to the premises where the hardware is installed. The customer must establish the spatial and technical requirements for the installation in good time; it is responsible for connecting the hardware to the power grid. Upon access to the premises, TRILUX shall comply with the customer's security and access guidelines as well as any relevant instructions in individual cases.
 - 4.2 The customer must handle the hardware, which it uses in its own affairs, with the care of a prudent businessman and, in particular, protect it appropriately against any damage, destruction and theft.
 - 4.3 The customer undertakes not to misuse the services of TRILUX. In particular, it will use the services only to establish Connectivity and not for the transmission of other content. In the event of a breach of duty, the customer shall indemnify TRILUX against any claims by third parties, including the costs incurred by the claim.
 - 4.4 The customer may not make the services provided by TRILUX available to third parties.
 - 4.5 Upon termination of the contractual relationship, the customer shall return the hardware provided to him to TRILUX immediately at his own expense. A right of retention of the hardware is excluded. In the event of loss or damage, the customer will be charged the price of the repurchase.
5. Fees
 - 5.1 The customer is obliged to pay the invoice amounts in due time on the basis of the price list valid at the time the Contract is concluded. The settlement of accounts occurs annually in advance. Hardware rental and connection fees are determined on the basis of a flat rate. The customer does not receive any itemised invoices.
 - 5.2 All prices are subject to the applicable statutory value-added tax. This will be invoiced in addition to the remuneration.
 - 5.3 TRILUX reserves the right to increase the fees for the first time after twelve (12) months and at most once a year with a notice period of three (3) months to the end of the month as well as for any adjustments to internal cost increases caused by material or personnel or by third parties. As soon as the annual fee increases by more than five (5) percent, the customer is entitled to terminate the Contract extraordinarily at the time the increase takes effect with six (6) weeks' notice after receipt of the increase request.
6. Hotline
 - 6.1 TRILUX provides its customers with a telephone hotline specially provided by Telekom for support in technical matters. Malfunctions can also be reported by e-mail. The customer can obtain the contact data from the hardware supplied.
 - 6.2 The hotline serves to support the customer in all matters related to the use of TRILUX's services, in particular the commissioning of the hardware, the registration with the TRILUX Cloud and the reporting of hardware faults.

6.3 The hotline is available from Monday to Friday from 8:00 am -7:00 pm CET and Saturday from 8:00 am - 4:00 pm CET with a reachability of 95 percent. Exceptions are statutory, nationwide holidays in the United Kingdom.

7. **Liability**

7.1 To the maximum extent permitted by applicable law, the Digital Services are provided to the Customer "as is" and "as available", with all faults and without warranty of any kind, and except as expressly set out in this Agreement, all warranties and conditions with respect to the Digital Services (whether express, implied or statutory) are excluded.

7.2 Except as expressly set out in this Agreement, TRILUX will not be liable for any loss or damage whether in contract, tort (including negligence), breach of statutory duty or otherwise, including any: (i) indirect, special, punitive, exemplary or consequential losses or damages of any kind; (ii) lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damage, except to the extent such damage is caused directly by our wilful misconduct or fraud.

7.3 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by its or its employees' negligence, for fraud or wilful misconduct, breach of section 12 of the Sale of Goods Act 1979 or to the extent any liability cannot be excluded or limited under applicable law.

8. **Term of Contract**

8.1 The contractual relationship runs for an indefinite period. It may be terminated in writing by either party with a notice period of three (3) months, but for the first time after a minimum term of twelve (12) months. The contractual relationship ends automatically when the contract for the provision of the Digital Services concluded between the parties ends.

8.2 The right to cancellation for good cause shall remain unaffected. Good causes for termination exist in particular if:

- (a) one contracting party violates material obligations or repeatedly violates non-material obligations under the Contract and does not remedy the violation within a reasonable period even after being requested to do so by the other contracting party;
- (b) a contractual partner cannot reasonably be expected to adhere to the Contract due to force majeure; or
- (c) insolvency proceedings have been opened against the assets of the other contracting party or are imminent.

9. **Final provisions**

9.1 Verbal collateral agreements shall not be binding. All agreements which contain an amendment, addition or specification of these contractual conditions as well as special assurances, guarantees and agreements must be recorded in writing. This also applies to the cancellation of the above written form requirement.

9.2 The contracting parties may only transfer the rights and obligations under this Contract with the prior written consent of the other party.

- 9.3 The customer may only offset or assert a right of retention against legally established or undisputed claims. The customer may assign its claim under this Contract to third parties only with the written consent of TRILUX.
- 9.4 The contracting parties agree on the application of the law of England with regard to all legal relationships resulting from this contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods.
- 9.5 The exclusive place of jurisdiction for all legal disputes arising from this Contract shall be the registered office of TRILUX.
- 9.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
- 9.7 If a provision of this Contract is or becomes invalid, this shall not affect the validity of the remaining contract. The contracting parties are obliged in good faith to replace the ineffective provision by a permissible provision which comes closest to its economic success within the scope of what is reasonable, provided that no substantial change of the contents of the Contract is brought about as a result.

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