

RebelRoam's General Terms and Conditions

These General Terms and Conditions shall apply to all offers, orders, conclusions of contracts, agreements, deliveries, services and any other legal relationship between RebelRoam and you, the Customer.

1. Definitions

The following capitalized terms are used in the following meaning:

Administration Service – administration services provided by RebelRoam to the Customer via the HotSpotAdmin Portal for RebelRoam routers' management, including:

- admission to and usage of a user interface set up by RebelRoam for the purposes of providing the Customer: (i) information about the Router(s) (e.g. location of the router, technical details); (ii) an overview of Data Service used via the Router(s) by individual locations and End-Users; (iii) an overview of End-User purchases and behaviour as much as permitted by the law; and (iv) the opportunity to manage the preferences of the Router(s); and (v) first level technical support;
- the admission of End-Users of Data Service via the Router(s) to the Wi-Fi Login Portal;

Agreement – the service provision agreement concluded between RebelRoam and the Customer;

Authorised Customer Representative – person nominated by the Customer who is authorised to submit Service Requests to RebelRoam;

Helpdesk Portal – a third-party portal tool set up by RebelRoam to facilitate the reporting of problems and issues, the solution thereof and the communication between RebelRoam and the Customer;

Customer – a legal person with whom RebelRoam has concluded an Agreement;

Data Service – internet access services provided by RebelRoam to the Customer with RebelRoam SIM-cards, enabling Customer's End Users to access mobile apps, multimedia messaging, streaming services, and more;

End-User – third persons using the access to internet via the services provided by RebelRoam in the Customer's vehicles;

General Terms and Conditions – these General Terms and Conditions;

HotSpotAdmin Portal – Administration Service portal set up by RebelRoam;

Party – RebelRoam or the Customer individually, collectively as the Parties

RebelRoam - RebelRoam OÜ, registry code 12933932, address Erika 14, 10416 Tallinn;

RebelRoam Helpdesk – customer support services provided by RebelRoam;

RebelRocket Portal - portal set up by RebelRoam to facilitate the conditions of provision of the RebelRocket Service and the communication between RebelRoam and the Customer;

RebelRocket Service – the data optimization services provided by RebelRoam to the Customer, including: web filter and application firewall; per flow queuing and shaping of traffic; TCP acceleration;

Router – any integrated service router via which RebelRoam provides the Services;

Services – Administration Service, Data Service, Support Service and RebelRocket Service individually or collectively or any possible combination thereof.

Service Level Agreement – RebelRoam's Service Level Agreement (SLA) stipulating the standards of technical and customer support;

Support Service – technical and customer support services provided by RebelRoam to the Customer, as stipulated in Service Level Agreement.

Service Request - issues and problems regarding the Services reported to RebelRoam Helpdesk by Customer's authorized representatives.

Wi-Fi Login Portal - end-user interface set up by RebelRoam for the purposes of

- providing the End-Users the information regarding their use of Data Service and limits on Data Service; and the opportunity for the End-Users to buy additional data usage capacity to the Data Service from RebelRoam;
- enabling the End-Users to use the internet via the Routers installed into individual vehicles of the Customer in accordance with the conditions specified by the Customer in the HotSpotAdmin Portal and agreed by RebelRoam;
- enabling the End-Users to purchase additional internet access directly from the Wi-Fi Login Portal after they have used up the free internet access volume in accordance with the conditions agreed upon by the Parties;
- enabling the Customer to sell vouchers to the End-User that contain additional internet access, in accordance with the conditions set by the Customer and agreed by RebelRoam;

1. General

RebelRoam shall provide the Customer the Services under the terms and conditions and in the scope set out in the Agreement, the Service Level Agreement and the General Terms and Conditions. Some services provided by RebelRoam (such as Wi-Fi Login Portal) may require processing of personal data of End-Users. The conditions of processing the personal data of End-Users shall be separately agreed upon between the Parties in the Data Processing Agreement.

2. Conditions of Provision of Services

RebelRoam shall provide the Services and the Customer shall pay for the Services in accordance with the General Terms and Conditions and the Agreement. RebelRoam shall continuously monitor and measure the performance and the quality of the Services provided. RebelRoam shall manage the Services and provide the software updates to the Services as RebelRoam sees fit. The Customer shall accept the installation of all such changes.

RebelRocket Service. RebelRoam shall have the right to filter the internet traffic and deny access to webpages, applications and services as well as limit the performance of webpages, applications and services as RebelRoam sees fit or according to the Customer's instructions provided in the RebelRocket Portal. RebelRoam does not monitor the internet traffic in way that could lead to identifying End-Users or individual internet behaviour (e.g. browsing history).

Wi-Fi Login Portal. The Customer shall have access to the information about the online status of Routers, data consumption, data traffic categories and other parameters, user activity, voucher activation and credit card sales performance, as the case might be, via HotSpotAdmin Portal. The Data Services shall be available only in specific countries in Europe which are listed in the Agreement.

3. RebelRoam Technical and Customer Support

RebelRoam shall provide the Customer and as the case might be also to the End-Users customer and technical Support Service in accordance with the Agreement and the Service Level Agreement.

4. Pricing and Payment

The prices for the Services shall be presented in the Agreement. All the prices and fees listed in the Agreement are subject to VAT, if applicable.

All payments to RebelRoam shall be made per the invoice issued by RebelRoam to the Customer.

RebelRoam reserves the right to suspend or limit the provision of Services if the Customer is in delay of more than 30 (thirty) calendar days with any of the payments under the Agreement. For the avoidance of doubt, in case RebelRoam limits the provision of Services, RebelRoam continues to invoice the Customer for the Service fee and the Customer is obliged to pay the invoices in accordance with the Agreement.

In case of delay, a penalty for late payment in the amount of 0,2% (zero point two per cent) of the amount in delay per day in delay shall apply.

5. Changes to the General Terms and Conditions and the Service Level Agreement

RebelRoam reserves the right to amend the General Terms and Conditions and/or the Service Level Agreement at any time. RebelRoam shall update the General Terms and Conditions and/or the Service Level Agreement in the event of any such amendments.

RebelRoam shall notify the Customer of material changes to the General Terms and Conditions and/or the Service Level Agreement at least 30 days prior to the change taking effect via e-mail. For non-material modifications, the Customer's continued use of the Services constitutes agreement to RebelRoam's revisions of the General Terms and Conditions and/or Service Level Agreement.

Upon material changes to the General Terms and Conditions or Service Level Agreement, the Customer shall have the right to terminate the Agreement by giving notice thereof to RebelRoam within 30 (thirty) days of receipt of the notification of amendment of the General Terms and Conditions and/or Service Level Agreement.

6. Term and Termination

The Agreement shall enter into force upon signing by both Parties and shall be concluded for the term set out in the Agreement.

Either Party may terminate the Agreement concluded for unlimited term by giving a 60 (sixty) days prior written notice to the other Party.

RebelRoam shall have the right to terminate the Agreement immediately if:

- the Customer is in delay with payments for more than 60 (sixty) consecutive days;
- the Customer interferes with the Services in any way (i.e. reverse engineering, bypassing the firewall and web filters etc.);
- violates the confidentiality obligation.

Upon the termination of the Agreement:

- all sums payable to RebelRoam shall become due;
- any amounts due and owing by the Customer to the RebelRoam prior to the termination of the Agreement shall be payable in full by the Customer;
- RebelRoam shall terminate the provision of Services;

Unless the Agreement is terminated by RebelRoam or due to a breach by RebelRoam, the amounts paid for the Services which remain unused shall not be returned to the Customer.

7. Notices

Parties shall send notifications regarding the General Terms and Conditions, Service Level Agreement, Data Processing Agreement and the Agreement via e-mail. The Customer agrees that all agreements, notices, disclosures, and other communications that RebelRoam provides to the Customer electronically satisfy any legal requirement that those communications would satisfy if they were on paper.

Communications made through e-mail will not constitute legal notice to RebelRoam or any of its officers, employees, agents or representatives in any situation where notice to RebelRoam is required by contract or any law or regulation. Legal notices between Parties shall be in writing.

8. Limitation of Liability

The Customer understands and accepts that RebelRoam shall not be liable to the Customer or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the Customer's use of or inability to use the Services;
- any modification, price change, suspension or discontinuance of the Service;

- the Services generally or the software or systems that make the Services available;
- unauthorized access to or alterations of the Customer's transmissions or data;
- statements or conduct of any third party on the Services;
- any other matter relating to the Services.

RebelRoam shall have no liability for any failure or delay due to matters beyond RebelRoam's reasonable control. The maximum liability of RebelRoam is limited to the amount that is equal to the fees the Customer paid to RebelRoam in the previous six months.

If not agreed otherwise, the Customer understands and accepts that all disclaimers, privacy notices and terms and conditions in connection with providing the Services to the End-User shall be provided by the Customer. RebelRoam shall not be obligated to inform the Customer of the requirements regarding the scope of information provided to the End-User and shall not be liable for any claims arising therefrom.

The Customer understands and accepts that RebelRoam shall not be liable for the actions of the End-Users and RebelRoam shall not have a proactive obligation to filter the internet traffic for violations of intellectual property rights or any other violations. RebelRoam's obligation to filter the internet traffic for violations must be separately agreed upon between the Parties.

The Customer acknowledges that the Services may not run error free or without interruption. RebelRoam takes all reasonable precautions against software errors and bugs, but it does not warrant that any defects or errors will be corrected; or that the Service will be available at any particular time or location. The Customer assumes full responsibility and risk of loss resulting from the Customer's use of the Service.

RebelRoam shall provide the Services "as is" and "as available," without warranty of any kind. Without limiting this, RebelRoam expressly disclaims all warranties, whether express, implied or statutory, regarding the Services, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

9. Release and Indemnification

The Parties shall indemnify, defend, and hold the other Party harmless from and against any and all Third-Party claims, liabilities, and expenses, including attorneys' fees, arising out of the Services, including but not limited to the violation of the General Terms and Conditions, the Service Level Agreement and/or the Agreement, provided that the Party:

- promptly gives the other Party written notice of the claim, demand, suit or proceeding;
- gives the other Party sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that the Party may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases other Party of all liability); and
- provides to the other Party all reasonable assistance.

The Customer shall indemnify, defend, and hold RebelRoam harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising from third party, including End-User's, claims from use of Data Service.

10. Confidentiality

The Parties shall hold confidential and not to use any professional, trade secrets or any other information that can be considered sensitive relating to performance of the Agreement which they have acquired during the Agreement and shall not disclose such information to any third party or use the information for any purpose other than for the purpose of the Agreement, except as required by law or an order issued by the authorities or an judicial order provided that the Party shall inform the other Party prior to such disclosure and shall use all reasonable endeavours to protect the information to the extent possible.

The Customer agrees and acknowledges that RebelRoam may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. RebelRoam may at times co-operate with law enforcement authorities and rights-holders in the investigation of any

suspected or alleged illegal activity by the End-Users. If RebelRoam is required to do so by law, this may include but is not limited to, disclosure of the Customer or End-User contact information to law enforcement authorities or rights-holders.

11. Survival

All provisions of the General Terms and Conditions, Service Level Agreement and the Agreement which by their nature should survive termination will survive termination, including, without limitation confidentiality, indemnity, and limitations of liability.

12. Miscellaneous

Except to the extent applicable law provides otherwise, the General Terms and Conditions, Service Level Agreement and the Agreement are governed by the laws of Estonia. All disputes arising from the General Terms and Conditions, Service Level Agreement and/or the Agreement shall be settled via negotiations. If an amicable settlement cannot be reached, the dispute shall be finally settled in accordance with the laws of Estonia and in Harju County Court in Tallinn.

The Customer may not assign or delegate any rights or obligations under the Terms and Conditions, Service Level Agreement and the Agreement without RebelRoam's prior written consent, and any unauthorized assignment and delegation by the Customer is void.

Additional Terms and Conditions applicable to RebelRoam Routers, Rental Routers and RebelRoam SIM Cards

These Additional Terms and Conditions shall apply to the sale of RebelRoam Routers and the rent of RebelRoam Rental Routers and RebelRoam SIM cards.

Effective date: 31.01.2019

1. Definitions

The following capitalized terms are used in the following meaning:

- **Additional Terms** – these Additional Terms;
- **Guarantee Event** – occurrence of a defect of RebelRoam Router attributable to the defect in the construction, manufacturing or material of the RebelRoam Router;
- **Rental Router** - integrated service router rented by RebelRoam to the Customer;
- **RebelRoam Router** - integrated service router sold by RebelRoam to the Customer;
- **RebelRoam SIM card**– broadband SIM card rented by RebelRoam to the Customer.

2. General

RebelRoam shall rent the Rental Routers and RebelRoam SIM cards and sell the RebelRoam Routers under the terms and conditions and in the scope set out in the Agreement, the General Terms and Conditions and these Additional Terms.

3. Sales conditions of RebelRoam Routers

RebelRoam shall sell the RebelRoam Routers to the Customer and the Customer shall pay for the RebelRoam Routers according to the General Terms and Conditions and the Agreement.

RebelRoam shall deliver the RebelRoam Routers to the Customer in accordance with the Agreement.

RebelRoam provides a limited sales guarantee to the RebelRoam Routers. The limited sales guarantee covers the replacement of the RebelRoam Routers if the need for the replacement is attributable to defects in construction, manufacturing and/or material or the damage incurred to RebelRoam Routers by such defects.

The limited sales guarantee is valid from the time of delivery of the RebelRoam Routers to the Customer and is valid until the Agreement expires or terminates.

The Customer shall notify RebelRoam of any Guarantee Events. The Customer shall immediately after notifying RebelRoam of the Guarantee Event, dispatch the RebelRoam Routers in question to RebelRoam at the Customer's expense.

In case of loss of RebelRoam Routers sent for inspection to RebelRoam, the Customer shall compensate RebelRoam 1 000 EUR per lost RebelRoam Router.

RebelRoam shall dispatch the Customer replacement RebelRoam Routers on the next business day following the receipt of the notification about Guarantee Event.

RebelRoam shall inspect the RebelRoam Routers claimed to fall under the limited sales guarantee. RebelRoam shall notify the Customer of the results of the inspection. If the defect falls under the limited sales guarantee, the Customer shall keep the replacement RebelRoam Routers and RebelRoam shall keep the inspected RebelRoam Routers.

If the defect does not fall under the limited sales guarantee, the Customer shall compensate RebelRoam 100 EUR per defective RebelRoam Router. Upon the Customer's request, RebelRoam shall dispatch the inspected RebelRoam Routers to the Customer.

The Customer shall provide RebelRoam access to the Routers for maintenance and preventive works and inspection. RebelRoam shall notify the Customer of the maintenance and preventive works and inspection prior to such works or inspection.

4. Rental conditions of Rental Routers and RebelRoam SIM cards

RebelRoam shall rent the Rental Routers and/or RebelRoam SIM cards to the Customer and the Customer shall pay the rent for the Rental Routers and/or RebelRoam SIM cards in accordance with the General Terms and Conditions and the Agreement.

The Customer shall use the Rental Routers and/or RebelRoam SIM cards prudently and shall use its best efforts to avoid incurring damage to the Rental Routers and/or RebelRoam SIM cards.

RebelRoam Rental Routers shall be rented to the Customer for as long as the Administration Service is provided to the Customer under the Agreement. Upon the expiry or termination of the Agreement regarding the Administration Service, the Customer shall return the Rental Routers to RebelRoam in 7 (seven) calendar days from the expiry or termination of the Agreement. RebelRoam shall inspect the Rental Routers upon the return thereof

The Customer shall notify RebelRoam of technical problems with the Rental Routers. The Customer shall immediately after notifying RebelRoam of the technical problems, dispatch the Rental Routers with technical problems to RebelRoam at the Customer's expense.

The Rental Routers with technical problems shall be replaced by RebelRoam. The replacement Rental Routers shall be dispatched to the Customer on the next business day following the receipt of the notification about the technical problems.

In case of loss, including not returning the Rental Routers to RebelRoam, or intentional damage to the Rental Routers, the Customer shall compensate RebelRoam 1 000 EUR per damaged or lost Rental Router.

If RebelRoam, upon inspection of the technical problems, discovers that the technical problems arose due to the Customer's actions, the Customer shall compensate RebelRoam the expenses incurred in inspecting the Rental Routers.

RebelRoam SIM Cards shall be rented to the Customer for the duration of the Agreement. Upon the expiry or termination of the Agreement, RebelRoam shall terminate the use of the RebelRoam SIM cards.

5. Additional pricing and payment terms

The sale price of RebelRoam Routers and rental price of Rental Routers and RebelRoam SIM cards shall be presented in the Agreement. All the prices and fees listed in the Agreement are subject to VAT, if applicable.

6. Additional termination basis

In addition to RebelRoam's right of termination stipulated by the chapter 7 of the General Terms and Conditions, RebelRoam shall have the right to terminate the Agreement immediately if the Customer deliberately damages the Rental Routers.

After the termination the Customer shall return the Rental Routers to RebelRoam.

7. Miscellaneous

The terms and conditions set forth in the General Terms and Conditions and the Agreement shall apply to the Additional Terms.

All the capitalized terms not defined herein shall be used in the meaning defined in the General Terms and Conditions.