

Hyper Network Group
Limited

Product Schedule

Value-Added Services
English/UK

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Hyper Network Group Product Schedules

Hyper Network Group Limited, a company, duly formed and operating under the laws of England and Wales hereinafter referred to as 'Hyper Logical'.

The Products that Hyper Logical delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in the relevant Product Schedules in respect of specific Products that the Customer orders from Hyper Logical from time to time.

By ordering Value-Added Services, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule in respect of the relevant Value-Added Services.

Save as expressly amended in respect of the Value-Added Services set out in this Product Schedule, all other provisions of the General Terms (and any Order form or Tariff Addendums) shall continue in full force and effect without amendment.

Disclaimer of promotional materials

The presentation of Products on Hyper Logical's website does not constitute a legally binding offer, but a non-binding online catalogue. Hyper Logical's commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Hyper Logical and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Hyper Logical in respect of the specification and/or quality of any Product(s).

Unless expressly agreed otherwise in writing, the samples that Hyper Logical provides to the Customer before or on the Agreement entering into force are only illustrative samples for the sole purpose of giving an approximate character of the relevant Product(s). The Agreement is not a sale by sample.

Special Conditions

Hyper Logical may agree that certain special conditions apply to the provision of the Value-Added Services as set out in the Master Agreement Form. Where these special conditions apply, they will take precedence over the terms of this Product Schedule to the extent applicable (in accordance with clause 1.4 (Structure) of the General Terms).

Ordering Process

New Customers

New Customers will be provided with a quote by Hyper Logical's sales team.

To submit an Order, new Customers will be required to enter into a Master Agreement Form and place an Order as advised by Hyper Logical.

Existing Customers

Where a Customer has a valid Master Agreement Form covering the relevant Product(s) that the Customer wishes to Order, the Customer must place its Order for Value-Added Services through Hyper Logical's sales team.

Save to the extent that the Customer is acting as a Reseller, the Customer must not place Orders for Product(s) on behalf of any third parties, including members of the Customer's Group, and Hyper Logical requires that a valid Master Agreement Form covering the relevant Product(s) is in place with each recipient of any Products. The Customer should discuss any of its Group members' requirements for Products with the relevant Hyper Logical Account Manager.

By placing an Order, the Customer submits an offer to Hyper Logical to provide the relevant Product(s) to the Customer. Any automated e-mail acknowledgement sent by Hyper Logical confirming receipt of the Customer's Order is not a declaration of acceptance for the purpose of forming a binding commitment on Hyper Logical. An Order will be deemed accepted by Hyper Logical in accordance with clause 3.2 (Orders) of the General Terms. For the avoidance of doubt, Hyper Logical is under no obligation to accept the Order.

Hyper Logical's acceptance of each Order will be subject to credit checking in accordance with the General Terms.

Private APN

The following terms and definitions apply to the provision of Private APN Value-Added Services:

- **"APN"** is short for 'Access Point Name' and means the point where a mobile device can enter an IP network;
- **"Private APN"** means the private APN that gives a Customer direct access to their LAN and allows the Customer to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Customer Entities are also able to access the Internet through the Private APN unless expressly agreed otherwise in writing;
- **"Public APN"** means a Network Provider's public APN. When the SIM card is enabled for data e.g. GPRS/3G etc the public APN is added by default. The Public APN is open for everyone to use and its use is subject to payment of the Charges.

Customer required statements for SIM set up:

1. The Customer must expressly state "Private APN only" in the Customer Solution Addendum if they **do not want** the Public APN applied.
2. The Customer must expressly state "Public APN only" in the Customer Solution Addendum if they **do not want** the Private APN applied.
3. The Customer must expressly state "Private & Public APN" in the Customer Solution Addendum if they want both the Private APN and the Public APN applied.

Private APN terms

4. If the Customer requests that the Private APN is enabled it is the Customer's responsibility to ensure their device is configured correctly so it can use the Hyper Logical Private APN.

Public APN terms

5. The Customer acknowledges that the use of the Public APN by themselves or Customer Entity will contribute to their data usage package and likely to incur Charges in the event of overage.
6. If the Customer requests the Public APN to be disabled after the initial SIM set up (as set out in paragraphs 1-3 above) Hyper Logical shall use its reasonable endeavours to disable the Public APN:
 - (i) **for 1-5 SIMs**, within:
 - twenty four (24) hours of receiving an email from the Customer to move onto an existing solution, received between 9.00am to 16.00pm GMT/BST on a Business Day;
 - twenty four (24) hours of receiving an updated Customer Solution Addendum from the Customer to create and move to a new solution, received between 9.00am to 16.00pm GMT/BST on a Business Day;
 - twenty four (24) hours starting from 9:00am on the Business Day following the receipt of an email to move onto an existing solution from the Customer which is received between 16.01pm and 8.59am GMT/BST; or

- twenty four (24) hours of receiving an updated Customer Solution Addendum from the Customer to create and move to a new solution, which is received between 16.01pm and 8.59am GMT/BST;
- (ii) **for 6 – 50 SIMs**, within ten (10) Business Days of receiving an email to move onto an existing solution **or** an updated Customer Solution Addendum to create and move to a new solution; and
- (iii) **for over fifty-one (51) SIMs**, Hyper Logical shall propose a reasonable time period for disabling the Public APN an email to move onto an existing solution **or** an updated Customer Solution Addendum to create and move to a new solution.
7. The Customer acknowledges that it will be responsible for all Charges incurred up to the disabling of the Public APN taking effect in accordance with the timeframes set out in paragraph 6.

Public IP

The following terms and definitions apply to the provision of Public IP Value-Added Services:

“Fixed Public IP Service” means the Service provided by Hyper Logical whereby a fixed public IP address (directly accessible from the Internet) is assigned to a SIM.

1. **Risks:** The Customer acknowledges that, where it chooses to use a Fixed Public IP Service as a component of its Services, it:
 - (i) confirms that it has understood the risks involved with the Fixed Public IP Service and precautions it should take (including those set out below or as may be notified from time to time by Hyper Logical); and
 - (ii) agrees that, having taken those risks into account, the Customer will be fully responsible for any usage arising out of or in connection with the Fixed Public IP Service.
2. **SMS enabled:** Where the Customer would like to have SMS enabled whilst using a Fixed Public IP Service, Hyper Logical’s recommendation is that such Customer takes every precaution to minimise the risk of its SIMs, devices and applications becoming vulnerable. Where the Customer requests SMS to be enabled on a Fixed Public IP Service, the Customer:
 - (i) confirms that it understands the risks involved and precautions it must take; and
 - (ii) agrees that, having taken those risks into account, it will be fully responsible for any usage arising out of or in connection with the enabling of SMS on Fixed Public IP Services.

NB: The Customer acknowledges that Hyper Logical cannot bar SMS on O2 SIMs at the point of activation, and Customers will therefore be liable to pay any Charges associated with SMS on O2 SIMs.
3. **Liability:** For the avoidance of doubt in light of the risks involved and subject to clause 15.1 (Liability and Remedies) of the General Terms, Hyper Logical will not be responsible or have any Liability for any Losses caused by and/or resulting from Customer Entities’ use of the Fixed Public IP Service.

Security

Hyper Logical is keen to minimise security threats, where possible, for all customers that could be exposed to SMS Spam or Fraud.

Each Customer agrees that it will at all times take all necessary precautions to minimise the risk of its SIMs, devices and applications becoming vulnerable, including each of the following actions:



10 steps to help secure your IoT/M2M applications

Securing your device

- 1 Change the default password of your device/router.
- 2 Use the latest version of firmware from your hardware manufacturer.
- 3 Consider securing your device with a firewall.
- 4 Ensure that your devices are not tampered with.

Securing your SIM

- 5 Bar/block any services that you don't need using SIMSonic – for example SMS or roaming.*
- 6 Consider IMEI locking services to ensure that your SIM is associated with the appropriate device.*

Manage and monitor your services

- 7 Actively manage user profiles for your SIMSonic account.
- 8 Closely monitor usage by setting up SIMSonic alerts and ensure that you review your bill every month.

Overlay private APN services

- 9 Consider encrypted Virtual Private Network (VPN) solutions, static IPs and direct interconnects .
- 10 Consider outbound IP whitelisting to ensure that data traffic can only be sent to defined end points.

*Some networks may not be able to bar specific services.

**IMEI locking is not available on all networks.

Device Management Terms

The Device Management platform enables solution providers, OEMs and global corporations to monitor and remotely manage devices and hardware in real time.

Hyper Logical's "Device Management" Platform may be updated and/or replaced from time to time.

Hyper Logical Device Management is based on a specific monitoring protocol and is only available for Hardware provided by Hyper Logical. Device Management always collects the same type of information (signal level, IPs, operator etc) and enables the Customer to perform a predefined set of actions.

The service descriptions and technical details of Device Management can be found in the applicable Hyper Logical's Group product catalogue at:

The following terms and definitions are additional and supplemental to the Connectivity Management Platform Terms and apply to the Customer's access and use of Device Management:

- Further prices and delivery conditions applicable to Device Management** - The Customer acknowledges and agrees that additional Charges may be incurred in the following circumstances:
 - if there are any new hardware vendors which need to be integrated with Device Management then, depending on the complexity of the work involved, Hyper Logical is permitted to charge to the Customer an additional one-time Charge for undertaking any related integration work; and
 - any other Professional Services, including (24x7) monitoring of devices and alerts, bulk firmware upgrades, etc. will incur additional Charges as Value-Added Services.
- Minimum Contract Term** - the Parties agree that the Minimum Contract Term for the Customer's access to Device Management (the "**Device Management Services**") is 12 months from commencement of the Device Management Services, being the date on which the Device Management is first made available for access by the Customer. Other Minimum Contract Terms may apply to other Services in parallel to the Device Management Minimum Contract Term and will be governed by the applicable terms in the Customer's Agreement.
- Information requirements** - The Parties acknowledge that the following certain non-public and proprietary information may be accessed or disclosed by the Parties to each other as part of the provision of Device Management Services to the Customer, and the Customer agrees to provide such access where required to the Customer's router for configuration and setup of the router for the Device Management Services. To the extent necessary, Hyper Logical will share a set of standard steps document with the Customer to enable the Customer to better understand Device Management and Device Management Services.

Device Management

In addition to Device Management, Hyper Logical also offers a monitoring and management protocol which can be used by both Hardware provided by Hyper Logical or by certain devices provided to the Customer by third parties.

This Device Management Service is subject to additional conditions as to the nature of data collected by those devices as set out below.

The following terms and definitions are additional and supplemental to the Connectivity Management Platform Terms and apply to the Customer's access and use of Device Management Services:

1. **Standard Steps** - To the extent necessary, Hyper Logical will share a set of standard steps document with the Customer to enable the Customer to better understand the Device Management Services.
2. **Information requirements** - The Parties acknowledge that the following certain non-public and proprietary information may be accessed or disclosed by the Parties to each other as part of the provision of Device Management Services to the Customer, and the Customer agrees to provide such access where required to the Customer's router for configuration and setup of the router for the Device Management Services.
3. **Custom data objects** - The Parties acknowledge that in addition to the information requirements set out above, some of the protocols in the Device Management Services allow a Customer to create custom data objects for collecting information and managing the devices. Hyper Logical accepts no responsibility for the data collected by those objects, including from any other equipment located behind the Customer's device which may be collected via this protocol.

Anomaly Detection

Anomaly Detection solution enables a Customer to monitor & detect IoT assets for any operational or security anomalies.

Anomaly Detection is a Service offered to Customers as a Value-Added Service.

Hyper Logical has partnered with a third party solution partner (the "Solution Partner") to offer the Anomaly Detection Service and offers two distinct service offerings: (i) Standard Anomaly Detection Services; and (ii) Enterprise Anomaly Detection Services as set out further below.

1 Anomaly Detection

Customers will receive a separate Hyper Logical branded Anomaly Detection dashboard (separate from simsonic but Customers can login via SIMBIOSYS) which they can use to monitor the devices which have a Hyper Logical provided-SIM.

2 Standard Anomaly Detection Services

The Standard Anomaly Detection Services will be offered free of charge for an initial period as agreed with Hyper Logical, and on expiry of this initial period will automatically continue on a monthly rolling basis unless and until upgraded to the Enterprise Anomaly Detection Services version as negotiated with Customer, or as may be otherwise terminated by either Party in accordance with clause 23 (Termination) of the General Terms.

3 Enterprise Anomaly Detection Services

There will be a monthly subscription fee for the Enterprise Anomaly Detection Service.

To order the Enterprise Anomaly Detection Services, Customers must specify the subscription charges in the Value-Added Service Order or accept the quote generated through the sales team and submit to Hyper Logical.

The Enterprise Anomaly Detection Services will automatically continue on a monthly rolling basis unless and until terminated by either Party in accordance with clause 23 (Termination) of the General Terms.

4 Service Support

Any bugs or issues with Anomaly Detection Services dashboard should be reported to Hyper Logical and would be resolved or addressed with support of the Solution Partner for this service.

Customer acknowledges that certain parts of the Anomaly Detection Service are hosted and made available by sub-contractors of the Solution Partner. The Solution Partner may remove, add or replace such subcontractors from time to time, at its sole discretion provided that material functionality of the Anomaly Detection Services shall not be materially adversely changed. The materials used to run the Anomaly Detection Services may include third party "open source" or "Free Software" components that are subject to third party terms and conditions which will be made available to the Customer on request ("**Third Party Terms**"). If there is a conflict between any Third-Party Terms and the terms of this Product Schedule, then the Third-Party Terms shall prevail but solely in connection with the related third-party component.

5 Data Sharing with Solution Partner

Hyper Logical will be creating the Customer account and users on the Solution Partner's platform which will contain names, email addresses and SIM information of the Customer and business contact information of End Users if applicable.

In accordance with clause 21.5 (Data Protection) of the General Terms, the Customer consents to Hyper Logical appointing the Solution Partner as a Sub-Processor of Personal Data for the purpose of enabling this service in the background.

Hyper Logical confirms that it has entered with the Solution Partner into a written agreement incorporating terms which are substantially similar to those set out in clause 21.5 (Data Protection) of the General Terms and which Hyper Logical undertakes reflect and will continue to reflect the requirements of the Data Protection Laws. Hyper Logical shall remain fully liable for all acts or omissions of the Solution Partner.

SIMBIOSYS IOT Suite



Hyper Logical may offer the SIMBIOSYS IOT Suite software services in its "SaaS" version.

Hyper Logical will sell SIMBIOSYS that is hosted on AWS cloud infrastructure as set out below.

For the purposes of this Product Schedule, the above shall be defined as the "SIMBIOSYS IOT Suite" Value-Added Services.

1 Definitions

The following terms and definitions apply to the provision of the SIMBIOSYS IOT Suite Value-Added Services:

- **"Additional Hardware"** refers to any additional Hardware provided by Hyper Logical in addition to the Additional provision of a License (e.g.: sensors, gateways, etc.)
- **"Additional Services "** refers to any additional Services provided by a Hyper network Group entity in addition to the provision of a License (e.g. training, maintenance, etc.)
- **"Anomaly "** means a malfunction of the SIMBIOSYS IOT Suite, preventing the performance of all or part of the essential functionalities as defined in the Service Description (which will be made available to the Customer on request) and provided for in the Documentation, exclusively attributable to the SIMBIOSYS IOT Suite.
- **"Component"** means all elements making up the SIMBIOSYS IOT Suite, such as, but not limited to its architecture, programs, functionalities, Documentation.
- **"Delivery"**: refers to the time when Hyper Logical will make the SIMBIOSYS IOT Suite available to the Customer.
- **"Destination"** refers to the use for which Hyper Logical authorises the Customer to use the SIMBIOSYS IOT Suite, this use being defined as follows:
 - Marketing of the services offered by the SIMBIOSYS IOT Suite to corporate customers (B2B).
 - Exploitation of the Web and Mobile interfaces provided by the SIMBIOSYS IOT Suite
 - Exploitation of the "data" and "administration" APIs provided by the SIMBIOSYS IOT Suite
 - Operation of any other additional service provided with the SIMBIOSYS IOT Suite or soon available (but not limited to: notifications, reports, automation, SMS, storage, etc.)
- **"Documentation"** refers to any documentation, in any form whatsoever, relating to the SIMBIOSYS IOT Suite, in particular the user documentation and technical documentation made available to the Customer by Hyper Logical.
- **"Equipment"** – customer equipment purchased (all additional equipment provided by Hyper Logical in addition to the provision of a Subscription License (for example: sensors, gateways, etc.)
- **"License"**: refers to the extendable, non-exclusive right of use granted by Hyper Logical on the SIMBIOSYS IOT Suite to Customer under the terms set forth in this Product Schedule.
- **"License Type "** means a named item License (each of the billable items having a particular name) as set out in the Order.

- **"Proposal"** means the current proposal made by Hyper Logical, detailing the conditions (in particular commercial and financial) under which Hyper Logical undertakes to grant a License to use the SIMBIOSYS IOT Suite.
- **"Subscription License"**: means a License for a subscription term defined in the Order. The Subscription License may be renewed for an additional fixed period once any initial term has expired in accordance with paragraph 4.2 below.
- **"SIMBIOSYS IOT Suite Services"**: refers to any License and additional services consumed on the SIMBIOSYS IOT Suite, or exhaustively any services available after user authentication on the SIMBIOSYS IOT Suite.
- **" SIMBIOSYS IOT Suite Patch "**: means a portion of a computer program modified or added to the SIMBIOSYS IOT Suite for the purpose of correcting an Anomaly.
- **"SaaS"** means that the Service is offered on a subscription basis and is accessible via the Internet by means of one or more secure web interface(s) made available by Hyper Logical. The operating infrastructure (server, hardware, network, data storage, monitoring and backup system, support, etc.) and the SIMBIOSYS IOT Suite are provided and managed by Hyper Logical.
- **"Support Contract"** means the document setting out the support options as available on request to the Customer.
- **"Term"**: refers to the duration of the Subscription License, as defined in the Order and the renewal of which is scheduled to be set out in accordance with the conditions set out in the "Subscription Licence" section 3 below.
- **"Workarounds "** means a temporary solution to an Anomaly, pending a SIMBIOSYS IOT Suite Patch.

2 Orders

To order the SIMBIOSYS IOT Suite Value-Added Services, Customers must submit an Order or accept the quote and submit to Hyper Logical. The Order will specify the duration of the Subscription Licence, any support contract levels chosen by the Customer and the Charges. The Order will be generated with breakdown of all services added.

3 Delivery and Warranties

- 3.1 Hyper Logical warrants that, on the date on which the SIMBIOSYS IOT Suite is delivered to the Customer, the SIMBIOSYS IOT Suite will offer the features and functionalities described in the Documentation and will comply with the state of the art existing on the day of signature of the Agreement.
- 3.2 The Customer expressly acknowledges that the use of the SIMBIOSYS IOT Suite and the Equipment is under its sole and entire responsibility

4 Subscription License

- 4.1 The subscription to SIMBIOSYS IOT Suite starts automatically from the first data/message received from the sensor and continues for a period of one year (or other period configured and agreed in writing with the Customer).
- 4.2 The Subscription Licence will renew for the duration equivalent to its original term and charged the month following its renewal.
- 4.3 The Customer may terminate his/her Subscription Licences individually on SIMBIOSYS IOT Suite by giving at least 30 days' notice before the automatic renewal date. Subscriptions and related services consumed during the current month will be billed at 100% at the beginning of the following month.
- 4.4 The Subscription Licence for of a connected device includes a volume of data (known as "messages", "payloads" or "logs") defined in the Order, and according to the subscription plan chosen by the Customer when enrolling a piece of Equipment on the SIMBIOSYS IOT Suite (the

- “Subscription Plan”**). It is the responsibility of the Customer to ensure compliance with the conditions set out in the Subscription Plan (for example, the configuration of the Equipment in accordance with the chosen Subscription Plan, etc.). In the event that the volume in the chosen Subscription Plan is exceeded, overconsumption is recorded and invoiced the following month, and increased by 25% (a parameter that cannot be modified and is valid for all customers of the platform), according to the metering reference provided for in the Subscription Plan ("log" for the so-called "M2M" plans, or payload for the so-called "IOT" plans) with a limitation of 20 logs per payload).
- 4.5 Hyper Logical may, as part of its software roadmap, provide for the addition of overconsumption blocking features and alerts on overage thresholds. The Customer may benefit from these features (free of charge or in the form of billable features, depending on its pricing policy) and will be responsible for activating and adjusting the limitations and consequences that refer/apply to them (non-processing of messages, loss of data, deletion of history, etc.). In the event of non-activation/use of alerts/limitations by the Customer, and overage, the sums will be due without further recourse being available.
 - 4.6 A pre-production environment may be agreed with the Customer for testing. The services will then migrate to a production environment (the live environment the Customer will use for the SIMBIOSYS IOT Suite). Where this applies a bespoke test process will be agreed with the Customer in writing.
 - 4.7 In the event that the thresholds included in the subscribed Subscription Plan are exceeded, the creation of new Digital Models (defined in the Documentation) will be automatically blocked by the SIMBIOSYS IOT Suite. The Customer must either: (a) delete the number of Digital Models to fall below the included thresholds, or (b) upgrade their Subscription Plan to the next level. Where (b) applies, the upgrade will restart the subscription start date (and accompanying Minimum Contract Term) on the date of the switch to the higher plan (for example, from Bronze to Silver) and for a period of one year (or period agreed with the Customer). The subscription amount of the new plan will be reduced by the amount of the subscription not used on the lower plan (prorated to the period not consumed). The downgrade can only be made on the expiry date of the current subscription.
 - 4.8 In the event of deletion of data due to overpayment of the subscription of a piece of equipment or the Studio, and provided that the data remains available in the backups provided by the SIMBIOSYS IOT Suite, Hyper Logical reserves the right to invoice a data restitution service if the Customer wishes to recover the data or Digital Twins or any other element automatically deleted by the platform and/or by error of manipulation by the Customer (deletion by error...).
 - 4.9 Any use of a service by the Customer through the SIMBIOSYS IOT Suite is due, provided that Hyper Logical may provide the consumption statement of the various services consumed automatically or manually at the Customer's request. It is the Customer's responsibility to know the origin and use made of them, the rights attributed to the users who consume them or third-party applications connected to the SIMBIOSYS IOT Suite and which use and consume certain services activated by the Customer (e.g. API) or by Hyper Logical at the Customer's request. No dispute can be made following a non-presence/activation of limitations and alerts, or failure to indicate in real time the consumption of a service.
 - 4.10 Any overconsumption or other services consumed on the platform will be billed automatically the following month.
 - 4.11 In the event of removal or malfunction of Equipment during the duration of its subscription, no refund will be due. The Customer will be responsible for "replacing" equipment and using the same subscription already purchased through the SIMBIOSYS IOT Suite. A replacement and reallocation of a subscription will only be possible if it complies with the initial conditions of use of the subscription (e.g. subscribed tariff plan, etc.).
 - 4.12 Where Hyper Logical provides Additional Services (excluding subscriptions) as ordered in the Order such as the creation of dashboards, project management, etc., Condition of Payment in the

Order will specify the invoicing conditions will be as follows: for example for large orders the invoicing conditions may require 50% payment at the time of Order and 50% at delivery. Below this amount, the payment terms will be 100% upon delivery to the Customer.

- 4.13 Maintenance and support of the Basic Plan is provided Free of Schrage. For enhanced maintenance and support (for example in the Silver and Platinum Subscription Plan) additional charges may be due, please see the Support Contract SLAs for further information. Regarding maintenance/support services, the invoicing conditions will be as follows: payment at the beginning of the period for a period of one year, automatically renewable for the same period. The Customer may terminate the support service up to the last day before the automatic renewal date. As a reminder, in the event of a request for termination of the Serenity contract, the pricing conditions of the Order will no longer apply and must be reviewed with the Customer. An amendment to the Order will have to be signed. In the event of disagreement, the current rates of the "integrators" grid will then be applied until the amendment is signed.

5 Customer Obligations

- 5.1 The Customer shall:
- (i) inform Hyper Logical of any difficulties likely to affect the delivery and/or use of the SIMBIOSYS IOT Suite by the Customer.
 - (ii) keep secure access available to Hyper Logical in order to allow Hyper Logical to participate in supervision and diagnostics if necessary, to update the SIMBIOSYS IOT Suite, to apply SIMBIOSYS IOT Suite Patches or Workaround Solutions, and to retrieve billing information.
 - (iii) ensure that it and any third parties involved in the Environment comply with the Prerequisites defined in the Proposal (for example extra equipment might need to configure/activate features).
- 5.2 The Customer shall not and shall ensure that any third parties intervening in the Environment do not, in particular undertake the following:
- (i) any modification of the Environment, or in the configuration of the elements composing it,
 - (ii) any modifications to the SIMBIOSYS IOT Suite or in its configuration.
- 5.3 The Customer undertakes to use the SIMBIOSYS IOT Suite in accordance with its Destination.
- 5.4 Unless expressly agreed by Hyper Logical, the Customer is not entitled to transfer, loan, rent, or allow the use of the SIMBIOSYS IOT Suite by a third party, without the prior written authorisation of Hyper Logical, except in the context provided for by the SIMBIOSYS IOT Suite (administration delegated to companies, partners declared on the SIMBIOSYS IOT Suite).
- 5.5 The Customer undertakes not to reverse engineer, decompile or use any other means to access the source code of the SIMBIOSYS IOT Suite or to make any partial or total copy of the SIMBIOSYS IOT Suite.

6 Support

- 6.1 The Support Contract documents the different level of supports: Free, Standard, Professional, Enterprise, Serenity. Customers can Order to upgrade level after commencement.
- 6.2 The Support Contract is sold separately based on Customer requirements with a fixed yearly price depending on support level. Please see the Support Contract for further details.

7 Intellectual Property

Notwithstanding clause 19.3 (Intellectual Property Rights) and without prejudice to the remaining provisions of clause 19 (Intellectual Property Rights) of the General Terms, the following terms apply to the .

- 7.1 Hyper Logical reserves all rights relating to the SIMBIOSYS IOT Suite that are not expressly granted under this Agreement.
- 7.2 The Customer acknowledges that it is not transferred any title or ownership rights in the SIMBIOSYS IOT Suite. Hyper Logical does not authorize the reproduction of the SIMBIOSYS IOT Suite.
- 7.3 The intellectual property rights (patents, copyrights, trade secrets and all other intellectual property rights) relating to the SIMBIOSYS IOT Suite will continue to belong to Hyper Logical or to third parties from whom Hyper Logical has obtained the right to grant this license of the SIMBIOSYS IOT Suite.
- 7.4 The rights concerning the design implementation (of the Dashboard) through the SIMBIOSYS IOT Suite, by Hyper Logical on behalf of the Customer are described in the Service Description - "realisation" except for Customer IPR.
- 7.5 "SIMBIOSYS" is a registered trademark of HYPER NETWORK GROUP.

8 Charges

- 8.1 The Charges for the SIMBIOSYS IOT Suite Value-Added Services are as agreed by the Parties in writing in an Order.
- 8.2 Hyper Logical will invoice Customer the Charges for the SIMBIOSYS IOT Suite Value-Added Services according to the payment plan as set out in the Order.

9 Termination

- 9.1 Without prejudice to any termination rights set out in the General Terms, Hyper Logical can terminate the SIMBIOSYS IOT Suite Value-Added Services for any reason by giving not less than six (6) months' prior written notice to Customer.
- 9.2 The right to use the SIMBIOSYS IOT Suite granted by Hyper Logical will terminate on the effective date of the termination. Within 30 days of termination of the license rights granted by this Agreement, for any reason, Customer shall destroy all copies of the SIMBIOSYS IOT Suite, in any form, and certify in writing to Hyper Logical that such obligation has been performed.

10 Consequences of Termination

On termination, the Customer can extract the data (or request assistance from Hyper Logical to porting the data), provided that the Customer can only export the historical data of each Equipment stored on the Platform when contract is terminated. Any data retention period will be agreed in writing with Hyper Logical.

Professional Services

Hyper Logical may offer certain additional professional services to customers to ensure that IoT solutions are designed, tested, deployed and scaled to meet the needs of each specific use case.

1 Delivery and Warranties

- 1.1 Hyper Logical will perform the Professional Services as set out in the Order.
- 1.2 Hyper Logical will use reasonable endeavours to meet any timeframes for the delivery of the Professional Services that have been agreed in writing with the Customer, but all timeframes are estimates and time is not of the essence for delivery of Professional Services.
- 1.3 The Customer shall provide any co-operation, access to premises, staff or IT systems and networks that are: (a) set out in the relevant Product Schedule in respect of any related Services; (b) otherwise agreed in writing by the Parties; and/or (c) reasonably requested by Hyper Logical to enable Hyper Logical to provide the Professional Services.

2 Charges

The Charges for the Professional Services are as agreed by the Parties in writing in an Order. Hyper Logical will invoice Customer the Charges for the Professional Services at the end of each calendar month.

3 Intellectual Property

Notwithstanding clause 19.3 (Intellectual Property Rights) and without prejudice to the remaining provisions of clause 19 (Intellectual Property Rights) of the General Terms, Hyper Logical grants Customer a non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, for the Term to use any Deliverables for the internal business purposes of the Customer Entities.

4 Termination

Without prejudice to any termination rights set out in the General Terms, Hyper Logical can terminate the Professional Services for any reason by giving not less than fourteen (14) calendar days' prior written notice to Customer.