

APPENDIX 1

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply for the Service Agreement between Proptivity and Property Owner in relation to the provision of network infrastructure services for mobile connectivity.

1. DEFINITIONS

The following words and expressions have the meaning assigned to them below.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

"Effective Date" means the date when the Service Agreement is entered into between the Parties, as described in the preamble of the Service Agreement;

"Equipment" means hardware provided by Proptivity necessary for Proptivity's provision of Services, as detailed in the specification of the Services;

"Go-Live" means the date when the onsite network is taken into production and is enabled for the first mobile services;

"ICC" means the Arbitration Institute of the International Chamber of Commerce.

"Implementation Plan" means the plan for implementation of the Services, as described in the Service Agreement;

"Party / Parties" means Proptivity and/or the Property Owner;

"Property" means the property for which the Services will be provided, as specified in the Service Agreement;

"Service Agreement" means the agreement between Proptivity and the Property Owner relating to Proptivity's provision of host infrastructure for mobile connectivity services in relation to the Property, of which these general terms and conditions form an integrated part;

"Service Fee" means the fee payable by the Property Owner to Proptivity for its access and use of the Services; and

"Services" means the services that Proptivity will provide to the Property Owner under the Service Agreement;

2. THE SERVICES

2.1 Proptivity will provide the Services to the Property Owner in relation to the Property, as further specified in the Service Agreement, subject to these general terms and conditions. The Services will be implemented and operated in accordance with the Implementation Plan.

2.2 In order for Proptivity to be able to provide the Services, access to certain space for the location, maintenance and support of the Equipment is required, as well as electricity. Such spaces are specified in the Service Agreement. For avoidance of doubt, any spaces where Equipment is installed at Go-Live are included whether explicitly specified or not.

2.3 In order for Proptivity to be able to provide the Services, the Property Owner will, at its own cost and expense:

- (a) cooperate with Proptivity in matters relating to the Services;
- (b) provide Proptivity with any documents or information required to allow Proptivity to perform the Services;
- (c) comply with all applicable laws; and
- (d) provide the required space, electricity and any other access to the Property as required for the provision of the Services.

2.4 If Proptivity's performance of its obligations under the Service Agreement is prevented or delayed due to the Property Owner's breach or failure to fulfil any of its responsibilities under the Service Agreement, Proptivity will not be deemed to be in breach of the Service Agreement and Proptivity may suspend its Services as per Section 9.

3. SERVICE LEVELS

3.1 Provided that Proptivity has completed the implementation upon Go-Live and that the Property Owner fulfils its responsibilities set out in the Service Agreement, including but not limited to providing such spaces, electricity and any other access to the Property as required for the provision of the Services, Proptivity will strive to provide the Services in accordance with the specification of the Services.

3.2 The Property Owner shall promptly notify Proptivity in writing of any planned maintenance or other circumstances that may affect Proptivity's provision of the Services. Such notice shall be provided as soon as the Property Owner becomes aware hereof, however no later than 72 (seventy-two) hours in advance of the maintenance or other circumstances taking

place. The Property Owner is aware and accepts that such maintenance or similar may affect the availability of the Services and/or their performance.

4. THE SERVICE FEE

- 4.1 The Property Owner shall pay the Service Fee to Proptivity for its access and use of the Services. The Service Fee may consist of a monthly fee and/or an upfront fee, as specified in the main document of the Service Agreement.
- 4.2 The monthly Service Fee, if applicable, is chargeable from Go-Live and is invoiced quarterly in advance. The monthly Service Fee will be subject to a yearly adjustment from the month of January, from when the monthly Service Fee will be increased by the change in percent of the Consumer Prices Index as determined by the UK Office for National Statistics, of the month of October just prior compared to the same index for October a year earlier. For avoidance of doubt, if there for a particular year is no change or a negative change in the Consumer Price Index, calculated as above, the monthly Service Fee will continue unchanged for that particular year. Proptivity may furthermore adjust the Service Fee for (parts of) the Services purchased by Proptivity from third parties in foreign currency if the exchange rate has fluctuated by more than 5% since the Effective Date or the last currency related adjustment. Proptivity shall notify the Property Owner of such adjustments, which shall take effect immediately upon the change in exchange rates. Finally, if there is a significant change in Proptivity's costs due to changes in third-party purchase prices, raw material costs, freight costs, customs duties, taxes or changes in legislation etc., Proptivity reserves the right to change the Service Fee accordingly by giving 30 days' written notice.
- 4.3 The upfront Service Fee, if applicable, is chargeable by (i) 10 (ten) per cent upon the Effective Date; and (ii) 90 (ninety) per cent at Go-Live.
- 4.4 The Service Fee remains payable as stipulated after Go-Live also when a mobile operator alters or withdraws mobile services available via the Services or in case any suspension, inability to deliver or degradation is due to any reason with Property Owner's responsibilities.
- 4.5 Invoices issued by Proptivity must be paid within 30 (thirty) days from the date of the invoice. Late payments will be subject to interest according to the Late Payment of Commercial Debts (Interest) Act 1998. The Property Owner's failure to pay any due invoice within thirty (30) days from Proptivity's notification thereof shall constitute a material breach, cf. Section 15.2.
- 4.6 The Parties agree that Proptivity shall not pay any rent or other fee to the Property Owner for the use of space(s) in the Property for the Equipment, the electricity or any other access to the Property required for the provision of the Services.
- 4.7 All amounts due under the Service Agreement: (i) are exclusive of VAT, and the Property Owner shall in addition

pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and (ii) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. ADJUSTMENTS OF THE SERVICE FEE OR TERMINATION FOLLOWING DETAILED DESIGN

- 5.1 This Service Agreement is based on estimates and projections made using the building properties and assumptions, as identified in the Service Agreement or in an Appendix to the Service Agreement. During the detailed design, the exact cost and other factors will be determined based on onsite surveying and installation planning. Proptivity may in its sole discretion determine that an adjustment is required of the Service Fee, or of the definition of the Services. If the adjustment pertains to (i) a Service Fee reduction, (ii) a Service Fee increase up to 12 (twelve) per cent (calculated for the term of the Service Agreement), or (iii) an adjustment of the Services or Implementation Plan that is not significant, the Property Owner shall be notified thereof, and the Service Agreement shall continue with the adjustments as notified. However, if the adjusted Service Fee is increased by more than 12 (twelve) per cent for the term of the Service Agreement, or if there are significant modifications to the Services or the Implementation Plan identified during detailed design, the Property Owner will be provided with an amendment proposal for the Service Agreement, the acceptance of which will allow proceeding with the Implementation Plan. If such amendment proposal is rejected or not accepted within 14 (fourteen) days, the Service Agreement will then terminate.
- 5.2 In the case of an amendment proposal and such proposal was required due to either the assumptions not being correct (e.g., walls missing on blueprints, scale or surface areas misstated), or that the Property Owner responsibilities are not fulfilled (e.g., Proptivity or its subcontractors are not provided with access to the building or spaces therein) or if the deviation is due to new or changed requirements introduced by the Property Owner, then Property Owner may be charged with Proptivity's incurred costs for the detailed design.

6. ACCESS AND MAINTENANCE

Proptivity and its subcontractors shall have the right to 24 hour-a-day access to the space, and to other affected parts of the Property as required in order to carry out work on the Equipment (such as installation, repair, service and maintenance work). Thus, Proptivity shall have access to the necessary keys, access cards and similar which are required to gain access to the Property and the spaces. Proptivity also has the right to install a key cylinder or other locking device in spaces which are provided for Proptivity's exclusive use. If Proptivity engages a subcontractor, Proptivity undertakes to ensure that such subcontractor will comply with these terms and conditions.

7. SUBCONTRACTORS

Proptivity may use subcontractors or other partners for the performance of its obligations under the Service Agreement. Proptivity is fully responsible and liable for all acts (including omissions) of its subcontractors, subject at all times to the exclusions and limitations on Proptivity's liability in Section 14.

8. CONTACT WITH TENANTS/OCCUPIERS

The Property Owner is responsible for the contacts with, and information to, those of its tenants/occupiers which are affected by the Services, for instance with respect to any installation and maintenance of the Equipment.

9. SUSPENSION OF THE SERVICES

Proptivity reserves the right to partly, or entirely, suspend the Services until further notice in case:

- (a) the Property Owner breaches or does not fulfil any of its responsibilities under the Service Agreement;
- (b) the Property Owner does not, despite reminder, in due time complete payment of valid invoices issued under the Service Agreement;
- (c) of Proptivity being subject to regulatory orders, e.g. withdrawals of telecommunication licenses; or
- (d) if required due to security, integrity, operations or other matter that may negatively impact the operation of supported mobile network operators' networks, as determined by mobile network operator(s) or Proptivity.

10. OWNERSHIP OF THE EQUIPMENT

10.1 The Equipment remains the property of Proptivity and where applicable also third parties providing equipment required for the Services. The Property Owner does not acquire any title to the Equipment, or any intellectual property right related thereto.

10.2 Proptivity and its licensors have full title and ownership to all intellectual property rights in the Equipment, software, manuals or any other information. If any software (including web services) is provided such is non-exclusive and is only to be used for the purpose of utilising the Services.

10.3 The Property Owner may not:

- (a) pledge the Equipment;
- (b) rent or lend the Equipment to any third party;
- (c) make any adjustments, modifications or extensions to the Equipment;
- (d) move any part of the Equipment (also not temporarily) without written permission from Proptivity;

- (e) use the Equipment in conflict with any laws and regulations, or this Service Agreement; or
- (f) use the Equipment in other ways than as necessary to receive the Services.

While remaining responsible, the Property Owner shall also inform tenants and Property Owner's subcontractors that they are not allowed to take any of the above actions in (a)-(d). Unless otherwise agreed, Proptivity's standard price list applies for any actions triggered for Proptivity.

10.4 When the Service Agreement expires, Proptivity has the right, at its own expense, to decommission and remove relevant Equipment and, in affected parts, also restore the central site room space provided for the Equipment to an acceptable condition such that equipment of other providers can be installed. Other Equipment that Proptivity has decided not to remove following Service Agreement expiration remains in situ at the Property and in which case the ownership for such Equipment is transferred to Property Owner.

11. RESPONSIBILITY FOR THE EQUIPMENT

11.1 The responsibility for the Equipment is transferred to the Property Owner when it has been delivered to the Property where it is to be installed. The Property Owner is responsible for any damage or loss of the Equipment however caused. Proptivity is however responsible for any damage that is due to mistakes or actions by staff or subcontractors of Proptivity.

11.2 The Property Owner is responsible for the safe-keeping of the Equipment so that it does not become damaged, modified or degraded other than normal wear of a business office environment. In case the Equipment becomes damaged, modified or degraded, Property Owner shall notify Proptivity immediately.

12. PERMITS ETC.

12.1 The Property Owner is responsible for obtaining and maintaining in force any permits, licenses, leases, permissions, consents or similar rights related to the Property and necessary for Proptivity's installation of the Equipment and performance of the Services.

12.2 Proptivity is responsible for compliance with relevant telecommunication regulatory permits pursuant to applicable law if and to the extent applicable to Proptivity's provision of the Services. For avoidance of doubt, Proptivity may at any time apply for a local radio license related to the Property or its location if such is available. However, the mobile network operators supported as part of the Services are responsible for their relevant telecommunication and other regulatory permits, licenses as well as any separate agreements they may have with Property Owner, tenants or mobile users. The Parties acknowledge and agree that these responsibilities are not in any way limited by the Service Agreement.

13. PROCESSING OF PERSONAL DATA

- 13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Section 13 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 13.2 Within the scope of the Service Agreement, each Party may process personal data relating e.g. to the other Party's representatives, employees, etc., for which each Party shall be separate and independent data controllers.

14. LIMITATION OF LIABILITY

- 14.1 Neither Party is liable to the other Party under the Service Agreement for loss of profit or revenue, loss of goodwill or reputation, loss of business or data, or for any special, indirect, incidental or consequential damages, whether or not the possibility of such damages could have been reasonably foreseen and whether as a result of breach of contract, warranty, under indemnity, statute, tort (including negligence) or otherwise.
- 14.2 Further, each Party's total aggregate liability to the other under the Service Agreement shall for each contract year be limited to the higher of (i) 100 (one-hundred) per cent of the Service Fees invoiced to the Property Owner during the previous contract year; and (ii) GBP 10,000.
- 14.3 The limitations of liability set forth above shall not apply to any liability arising from wilful misconduct, or any liability which cannot be limited or excluded by law, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.4 Nothing in this Section 14 shall limit the Property Owner's payment obligations under the Service Agreement.
- 14.5 This Section 14 shall survive termination of the Service Agreement.

15. AGREEMENT PERIOD AND TERMINATION

- 15.1 The Service Agreement enters into force on the Effective Date and is valid for the term specified therein.
- 15.2 Each Party has the right to terminate the Service Agreement with immediate effect if the other Party (i) is in material breach of the Service Agreement where such breach has not been remedied within 30 (thirty) business days of a written request to do so; or (ii) the other Party suffers any of the following events: (a) the passing of a resolution for winding up or a court of competent jurisdiction making an order for winding up or dissolution; (b) the appointment of an administrator, receiver, administrative receiver; (c) an

encumbrancer taking possession of any assets; (d) being unable to pay debts within the meaning of section 123, Insolvency Act 1986; and/or (e) ceasing to carry on business for more than 30 days.

- 15.3 Proptivity also has the right to terminate the Service Agreement with immediate effect if any building permit, or other required permit required for the Services, cannot reasonably be obtained by the Property Owner.
- 15.4 Proptivity also has the right to terminate the Service Agreement with immediate effect prior to Go-Live if Proptivity determines that Go-Live cannot be achieved within 6 (six) months after Effective Date and in this case of termination any upfront Service Fee paid shall be returned to Property Owner.
- 15.5 Termination under this Section shall be made in writing.
- 15.6 On termination or expiry of this Agreement:
- (a) the Property Owner shall immediately pay to Proptivity all of Proptivity's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Proptivity may submit an invoice, which shall be payable immediately on receipt; and
 - (b) Property Owner shall, within a reasonable time, provide requested access to Proptivity for removal of relevant Equipment in accordance with 10.4. If the Property Owner fails to do so, then Proptivity may enter the Property Owner's premises and take possession of the relevant Equipment. Until they have been returned or repossessed, the Property Owner shall be solely responsible for their safe keeping.
- 15.7 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16. FORCE MAJEURE

- 16.1 A Party is exempt from penalty for failure to fulfil its obligations under the Service Agreement if the failure is due to circumstances beyond the control of the Party, or its subcontractors, and which the Party could not, or not reasonably been expected to, have foreseen at the time of entering into the Service Agreement, such as war, fire, flood, sabotage, extreme weather conditions, lightning strike, natural disaster, epidemic or pandemic, disruption of public communication links or disruption of public energy supply.
- 16.2 If a Party wishes to invoke a circumstance under Section 16.1, the Party shall immediately notify the other Party when there is a risk that an obligation cannot be fulfilled or will be

delayed. Failure to submit such notice in due time results in an obligation to pay compensation for the damage that could have been avoided if such notice had been given in a timely manner.

17. CONFIDENTIALITY

17.1 Each Party shall treat as confidential and not disclose to any third party any documentation or any information of any kind, that a Party provides to the other under the Service Agreement for the term of this Service Agreement and for 5 (five) years thereafter. The receiving Party shall only use such documentation or information for the purposes of the Service Agreement.

17.2 Each Party may disclose the other Party's confidential information: (i) to its employees, officers, representatives, contractor, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under the Service Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.2; and (ii) as may be required by law, a court of competent jurisdiction or any governmental regulatory authority.

17.3 Neither Party is liable for disclosing any confidential information if it was: (a) public knowledge at the time of disclosure or thereafter becomes generally known, other than through an act of negligence by the receiving Party; (b) already known to the other Party before the disclosing Party receives it; (c) demonstrably developed at any time by the receiving Party without any connection to the information received under the Service Agreement; (d) rightfully obtained by a Party from other unrestricted sources; or (e) disclosed with the prior written permission of the disclosing Party.

18. TRANSFER OF THE SERVICE AGREEMENT

In the event of a transfer of the Property to a new owner, the Property Owner shall ensure that the Service Agreement is also transferred to the new owner. Except for such transfer to a new Property owner, a Party does not have the right, without the other Party's written consent, to transfer in whole or in part or pledge its rights or obligations under the Service Agreement to a third party. However, Proptivity has the right to assign the Service Agreement to any of its affiliated companies, or any fund managed by Niam AB or its affiliates, without requiring the prior written consent of the Property Owner.

19. AMENDMENTS AND ADDITIONS

Amendments and additions to the Service Agreement are only binding if they are in writing and signed by both Parties.

20. WAIVER

A waiver of any right or remedy under the Service Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Service Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Service Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. SEVERANCE

To the extent that any provision of the Service Agreement is found by any court or arbitral tribunal or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Service Agreement, it shall not affect the enforceability of the remainder of this Service Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

22. THIRD PARTY RIGHTS

No express term of the Service Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.

23. GOVERNING LAW AND DISPUTES

23.1 The Service Agreement, and any dispute or claim (including non-contractual disputes or claim) arising out of or in connection with it or its subject matter or formation is subject to and shall be interpreted in accordance with the laws of England and Wales.

23.2 Disputes arising out of or in connection with the Service Agreement, including any disputes regarding its existence, validity or termination, shall be finally settled under the Rules of Arbitration of the ICC. ICC's Rules for Expedited Arbitration shall apply, unless the ICC with regard to the degree of complexity of the case, the amount in dispute and other circumstances, determines that the ICC Rules of Arbitration shall apply. In the latter case, the ICC shall also decide whether the arbitration tribunal shall consist of one or three arbitrators. Arbitration proceedings shall take place in London and be held in English. The Parties agree that the arbitration proceedings and the decisions of the arbitration tribunal shall be subject to confidentiality.