

## general terms and conditions

### 1. scope of application

These General Terms and Conditions ("Terms") govern the provision of services by Mobile Coverage Institute sp. z o.o. with its registered seat in Gdynia, KRS no. 0001177725 ("Provider") to any client ("Client") related to:

- a) indoor mobile signal quality audits ("Audit Services"),
  - b) issuance of related audit certificates ("Certification Services")
- and
- c) other services agreed between the Parties;
- (jointly referred to as "Services").

Any deviation from these Terms shall require prior written agreement between the Provider and the Client.

### 2. services

The Provider shall perform Audit Services using industry-standard methods.

Certificates issued reflect the results at the time of measurement and do not guarantee future performance.

Provider may delegate the performance of all or part of the Services to an agent or a subcontractor and Client authorises Provider to disclose all information necessary for such performance to the agent or subcontractor.

### 3. client obligations

The Client shall grant access to the premises, ensure safety compliance, and provide accurate and complete information necessary for the services. Delays in fulfilling this obligation may result in a postponement of the date of performance of the services, without any liability on the part of the Service Provider.

### 4. fees and payment

Fees are defined in the agreement or quotation.

Payment is due within 14 days of the invoice date unless otherwise agreed.

All fees are exclusive of taxes.

### 5. confidentiality

Both parties agree to maintain the confidentiality of all non-public information exchanged. Disclosure is only allowed with written consent or when required by law. If separate confidentiality agreement has been concluded between the Parties provisions of such agreement shall be applicable to the Services.

### 6. intellectual property

Reports, certificates, and methodologies remain the Provider's intellectual property. Clients may not alter or misuse certificates. The Client shall be entitled to make copies for its internal purposes only. Duplicates of certificates are available upon request for external communication purposes.

### 7. liability

The Provider undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven gross negligence. The Provider shall not be liable for indirect or consequential damages, loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of contracts, loss of goodwill or damage to reputation, loss of anticipated savings.

Total liability of the Provider is limited to the amount paid for the Service giving rise to the claim.

Provider shall not be liable to the Client nor to any third party: a) for any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the reports or the certificates; and (iii) any incorrect results, reports or certificates arising from unclear, erroneous, incomplete, misleading or false information provided to Provider.

### 8. force majeure

The Provider is not liable for delays caused by events beyond its control, including natural disasters, regulatory changes, or system failures.

### 9. termination

Provider is entitled, at any time, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of Provider such breach within 14 days.

Upon termination in accordance with the previous clause the Client shall pay for all the work performed until the termination.

### 10. governing law and jurisdiction

These Terms shall be governed by the laws of Poland. Disputes shall be resolved by the courts of Provider.

### 11. miscellaneous

Invalid provisions shall not affect the remaining Terms. These Terms represent the entire agreement unless otherwise stated in writing.

In the event of a discrepancy between the language versions, the Polish version shall prevail.

In the event of a discrepancy between the content of the order and the content of the Terms, the content of the order shall prevail.