3.

COOPERATION AGREEMENT

"AMSTERDAM 5G FIELD LAB"

BETWEEN

KPN B.V.

and

GEMEENTE AMSTERDAM and AMSTERDAM ARENA

This Cooperation Agreement (hereinafter referred to as "Agreement") is made and entered into on [...] (the "Effective Date")

BETWEEN:

1. GEMEENTE AMSTERDAM– CTO Office having its registered offices at [Insert address] duly represented for the present purposes by ....., hereinafter referred to as City of Amsterdam"; and

2. STADION AMSTERDAM CV, incorporated under the laws of The Netherlands and having its registered offices at ArenA Boulevard 1, Amsterdam. Chamber of Commerce registration number 33254163, duly represented for the present purposes ..... hereinafter referred to as Amsterdam ArenA; and

3. KPN B.V., a private limited liability company, incorporated under the laws of The Netherlands with its registered seat at Rotterdam the Netherlands, Chamber of Commerce registration number 27124701, hereinafter referred to as "KPN"

Hereinafter individually also referred to as "Party" and jointly referred to as "Parties".

WHEREAS

KPN and City of Amsterdam wish to start the Amsterdam 5G Field Lab together. Amsterdam has a standing 5G program for the city of Amsterdam, KPN prepares for 5G deployment whole of NL. Amsterdam 5G Field Lab is the cooperation of City of Amsterdam and KPN focused on dense urban environment. Parties wish to explore and understand the use cases and challenges of this area in relation to (pre-) 5G connectivity capabilities. They wish to learn how the progress can be made by applying digital technologies and the capabilities of (pre-)5G technologies.
KPN does not place techniques of the network as a priority. The innovative applications and business solutions enabled with the use of such techniques are the primary focus. Parties intend to perform Proofs of Concept (POCs) to demonstrate viable use cases with (pre-) 5G technology. They further wish to share and disseminate learnings and results. Other 5G field labs of KPN in Netherlands are intended to focus on other types of challenges (V2X, Harbour, Rural).
City of Amsterdam and KPN recognize Amsterdam ArenA as an important participant of the Amsterdam 5G Field Lab. Amsterdam ArenA is intended to be the first driving participant of urban digitization ecosystem supported by 5G. Within City of Amsterdam, the area South-East is selected as the first 'incubator area' for digital transformation and 5G. ArenApoort is the central location of this area. The reach of the 5G program of both KPN and Amsterdam reaches much further obviously.

Participants of the Amsterdam 5G Field Lab will begin the POCs to explore the two use cases described in Annex 1: safety & security (Digital Perimeter) and fan experience. Parties foresee a future possibility of performing other, new POCs within the Field Lab together and feed the learnings into 5G program & deployment of both KPN & Amsterdam. The project plan to be added in annex 2 (after mutual agreement) is expected to be added in 4 weeks. The project plan should be explicit in timeline, effort and costs carried by KPN, City of Amsterdam and ArenA.

PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1 Intellectual Property Rights: all rights in inventions, patent applications or issued patents and any continuation applications and continuation-in-part applications, reissue or divisional applications, copyrights (including rights in software (code) and software documentation), neighboring rights, database rights, models and design rights, trademark applications or granted trademarks, trade and business names, internet domain names, rights to know-how and any other intellectual property right or right of similar nature, anywhere in the world implied by law or accruing under common law and whether registered or unregistered, or under application.

1.2 Pre-Existing IPR: Intellectual Property Rights vested in a party immediately prior to the start of the execution of the Agreement.

1.3 Field Lab: the 5G Field Lab consisting of different PoC(s) to be performed by the Parties jointly in accordance with the terms and conditions set out in this Agreement.

1.4 PoC: the project or projects within the Field Lab based on Annex 1 to be performed by the Parties jointly in accordance with the terms and conditions set out in this Agreement and each PoC described in more detail in a project plan, to be mutually agreed upon between the Parties (the "Project Plan") in Annex 2. This project plan is expected to be completed in 4 weeks.

2. The 5G Field Lab

2.1 Parties hereby agree to cooperate in the Field Lab with the aim to explore the feasibility of the use cases as set out in Annex 1 and to disseminate achieved learnings in accordance with Clause 9. Each use case shall be defined in a PoC and shall be described in more detail in a Project Plan.

2.2 The objectives of the Field Lab are:

a) To explore the feasibility of use case(s) in a live setting within the designated Field lab perimeter with the application of (pre)5G technology;

b) To cooperate between KPN, City Of Amsterdam, Amsterdam ArenA and one or more of KPN's suppliers, or suppliers of City and /or ArenA and possibly third party industry partners. The cooperation between KPN and its supplier shall be governed by a separate agreement to be concluded between KPN and its supplier. Any cooperation between KPN, suppliers of the City and / or ArenA and a third party industry partner(s) shall be governed by a separate agreement to be concluded between KPN and such supplier or partner. KPN will inform the other Parties which third parties it intends to cooperate with in the POC. A third party supporting PoC of the Field lab inside ArenA or to ArenA personnel may only cooperate after ArenA has given their prior consent. Approval not to be withheld on unreasonable grounds. At the Effective Date, the ArenA has consented to cooperate with KPN and Nokia.

c) To set up a (set of) PoC(s) executed jointly by KPN and City Of Amsterdam, Amsterdam ArenA and, if applicable, a third party industry partner with the support of KPNs supplier, where each of the PoCs will be described in detail in its own Project Plan.

d) For the Field lab to be limited to a specific geographical area: Amsterdam South East – starting with the corridor Amsterdam Boulevard. Further extensions to be agreed between City of Amsterdam, ArenA, KPN.

e) For the Field Lab to be operational during the validity of the Agreement.

f) Although it is the intent of KPN that the Field Lab learnings are incorporated in the 5G propositions / network, KPN cannot guarantee any specific result or to guarantee that the Field Lab will result in a specific commercial application or will generate profit; should the Field Lab result in any income, this will be fully utilized for building of the Field Lab (or if the Field Lab was already built at that time, to reimburse the parties pro-rata).

g) To generate publications with regard to 5G advances and confirming the position of City of Amsterdam, Amsterdam ArenA and KPN as 5G frontrunner in The Netherlands (in accordance with

Clause 9) potentially in the world and for all Parties to gain experience on and learn about digital transformation opportunities which 5G policy & technology brings.

h) To be an open initiative, in mutual agreement any other industry partners who are not competing with each other can be added to the cooperation.

i) The prime radio access and networking supplier within the perimeter of the Field lab of KPN is Nokia for the networking (defined as: Radio Unit, transmission, Mobile Core, Edge Processing and supporting systems) part of the use cases as set out in Annex 1.

j) For user equipment and applications parties may propose their innovation partners to participate and contribute with applications. For the avoidance of doubt 2.2 b still applies and a formal project change needs to be made by KPN and approved.

2.3 Parties will prepare a full Project Plan for the planned PoC(s). Those will focus on usability of (pre) 5G technologies, Digital Perimeter and Fan Experience. This Project Plan will be agreed upon by Parties prior to the start of any construction, installation and deployments. The high-level use case approach is in Annex 1. The Project Plan for the POCs will upon finalization be attached hereto as Annex 2.

2.4 If the Parties have used reasonable efforts but cannot reach final agreement on a Project Plan for a first POC, this Agreement may be terminated in accordance with Clause 8.4 (last sentence), without liability for compensation or damages towards the other Parties.

2.5 The terms and conditions of this Agreement may be amended in writing upon new insights arising from the construction of the Project Plan upon the consent of all Parties..

2.4 The Parties shall work together in good faith to complete each POC in accordance with the relevant Project Plan.

2.5 For the avoidance of doubt, in no way KPN is committing to any specific result or outcome, fitness of the results for a particular purpose, nor to any commercial deployment of the used technology and accompanying services or outcomes of the PoCs.

3. Tasks and responsibilities of KPN

KPN will have the following tasks and responsibilities:

a. KPN provides the network, as well as expertise and resources to design and implement the PoC, to be set out in more detail in the Project Plan, to be agreed upon between the Parties. KPN appoints, at its discretion, a hardware supplier as its subcontractor who will take part in the POC(s) for the delivery of expertise and hardware.
b. In close cooperation with Amsterdam ArenA and City Of Amsterdam, develop the Project Plan with detailed description of deliverables, required activities, costs & resources and planning, the success/acceptance criteria for the POC and the governance structure.
c. Ensures the necessary infrastructure (e.g. connectivity, storage, processing, hardware) of third party applications ('ecosystem')
d. KPN will appoint a "Field Lab Commercial Lead" who is responsible for the relation between KPN (Floris Geurts) with regard to the execution of the PoC(s)

4. Tasks and responsibilities of Amsterdam ArenA

Amsterdam ArenA will have the following tasks and responsibilities:

a. To support 5G ecosystem development by promoting the initiative towards other stakeholders (building owners and building developers in the area, Amsterdam Police, ,.).
b. To provide sufficient staff, to facilitate housing of and networking equipment inside ArenA or required changes, to facilitate applications in OMC, 40MHz/3.5GHz spectrum license, trial content for test and

possible partners who can supply test user equipment, to enable the agreed PoC's as set out in the Project Plan within the bounds of fairness. Appoint a single point of contact during the execution of the PoC(s).
For the period without project plan: Each Party shall bear its own costs in connection with this Agreement and the POC(s), whether such costs were incurred before or after the date of this Agreement, unless the Parties agree otherwise in writing in the Project Plan, after having made the cost calculation

5. **Tasks and responsibilities of City Of Amsterdam**

City Of Amsterdam will have the following tasks and responsibilities:

a. To support 5G ecosystem development by *promoting* the initiative towards other stakeholders (building owners, Amsterdam Police, policy makers, UEFA..). An efficient permit process will be key in for the success of this field lab and 5G.
To address any privacy debate (Field lab will always be accordance to the Dutch law) related to the POC.
For the period without project plan: Each Party shall bear its own costs in connection with this Agreement and the POC(s), whether such costs were incurred before or after the date of this Agreement, unless the Parties agree otherwise in writing in the Project Plan, after having made the cost calculation
b. To provide sufficient man hours, facilities and resources to be able to carry out the PoC as set out in the Project Plan of which a high-level ambition is set out in ANNEX 1
c. *For the period without project plan: Each Party shall bear its own costs in connection with this Agreement and the POC(s), whether such costs were incurred before or after the date of this Agreement, unless the Parties agree otherwise in writing in the Project Plan, after having made the cost calculation* Appoint a single point of contact during the execution of the POC(s).

6. **Reporting**

6.1 After a POC is completed, Parties will evaluate the outcomes and report the outcomes in an evaluation report, to be mutually agreed upon between the Parties.

7. **Financial Arrangements**

7.1 For the period without project plan: Each Party shall bear its own costs in connection with this Agreement and the POC(s), whether such costs were incurred before or after the date of this Agreement, unless the Parties agree otherwise in writing in the Project Plan, after having made the cost calculation

8. **Duration and termination**

8.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of one (1) year.

8.2 This Agreement shall be evaluated after nine (9) months after the Effective Date to assess the viability to extend the project beyond the EC2020 events. The Agreement is automatically terminated when the cooperation is deemed unsuccessful by either party, but can be extended by means of a written agreement by all Parties until the 5G network is commercially live.

8.3 The desire of involved parties is to find a commercial solution after the pilot period, to migrate the successful use cases to a regular proposition and solution before/in 2020. In this way the cooperation delivers upon the ambition best digitized & connected area of the Netherlands.

8.4 Where a Party breaches a material term of this Agreement, and if such breach is capable of remedy, the other Party may give written notice to the defaulting Party requiring correction of the breach. If the breach is not capable of remedy, or if the breach is not remedied by the defaulting Party within 30 (thirty) days following such notice, the Party giving notice may terminate this Agreement with

immediate effect by giving written notice to the other Party. This Agreement may also be terminated by a Party if such Party may reasonably assume that the Parties will not be able to jointly conclude a fully worked out Project Plan for a first PoC to both Parties' satisfaction if such Party used reasonable efforts to conclude such Project Plan, without liability for compensation or damages towards the other Parties.

8.5 Furthermore, this Agreement may be terminated by KPN immediately upon written notice to the other parties if KPN's technology partner terminates its agreement with KPN, for whatever reason, and it cannot reasonably be expected from KPN to continue the POC(s). KPN shall use reasonable efforts to explores possible alternatives for the terminating technology partner in order to continue the project and / or commercialize the service.

8.6 The Parties are committed as soon as possible after signing of the Agreement, to start the preparations for executing the first POC. More POCs may be added at a later stage of this Agreement if desired by the Parties.

8.7 Upon the termination of this Agreement, all POCs shall automatically terminate save where specifically agreed otherwise in writing by the Parties, however the provisions of this Agreement that by their nature survive termination shall continue to be fully valid and effective, specifically the terms and conditions dealing with IPR, confidentiality, warranty and liability and dispute resolution shall be deemed to survive (as appropriate) any expiration or termination of this Agreement.

9. Exclusivity

9.1 For the duration of this agreement the City of Amsterdam & Amsterdam ArenA shall not engage in discussions with other parties to setup a similar type cooperation on 5G technologies and use case(s) as set out in this agreement.

9.2 The application layer and user equipment are *part of an open ecosystem* on which other parties / solutions (e.g. partners) are intended to be onboarded in mutual agreement after the E2E solution is operational. If any interoperability issues arise due to this, issue is required to be solved at the (new) ecosystem party.

10. Warranty, Liability

10.1 Each Party warrants to the other that it has the full right and authority to enter into this Agreementand to undertake each Project. With the exception of the foregoing, each Party disclaims any warranties of merchantability and fitness of the results of the project for a particular purpose, and express or implied warranties of non-infringement of patents, copyrights, or any other IPR. All information and materials provided by the Parties to each other hereunder shall be provided "AS IS" without warranty of any kind, given or implied. The receiving Party shall be entirely and solely liable for the use to which it puts such information and materials.

10.2 No liability shall arise in respect of any damage or personal injury resulting from the POC(s), and caused by a Party and/or its employees or others engaged to work on the POC(s) on behalf of it or by its equipment used on the POC(s), to the other Party and/or its employees, staff, or others engaged to work on the POC(s) on behalf of it or to its equipment used on the POC(s), except where such damage or personal injury is caused by intent or gross negligence.

11. Intellectual Property

11.1 Each Party shall retain its Pre-Existing IPR, including any modifications thereto and any extensions and derivatives thereof.

11.2 Except in the event of a modification of or an extension or derivative to Pre-Existing IPR referred to in Clause 11.1, all Intellectual Property Rights generated or conceived exclusively by one Party in the Field Lab or a PoC shall be deemed to be owned solely by such Party ("Sole IPR"). Each Party shall grant the other Party a non-exclusive, non-transferrable license to use such Sole IPR solely for the duration and to the extent necessary for the purpose of performing the Field Lab and the PoC.

11.3 Except in the event of a modification of or an extension or derivative to Pre-Existing IPR referred to in Clause 11.1, all Intellectual Property Rights generated or conceived jointly by the Parties in the Field Lab or a PoC, shall be deemed to be jointly owned by the Parties ("Joint IPR"). The Parties may use, amendment, further develop, exploit or license (except granting exclusive licenses) such Joint IPR without the consent of and without having to account to and without having to pay a royalty fee to the other Party. In the event of patentable Joint IPR, the Parties will jointly decide whether or not to file for patent protection and if one Party does not wish to take part in such filing, the other Party may do so on its own.

11.4 The Parties shall be free to use their general knowledge, experience and capacities gained in the Project, provided that each Party does not violate any of its confidentiality obligations under Clause 12.

12. Confidentiality

12.1 Each Party (the "Disclosing Party") may during the term of this Agreement disclose to the other Party (the "Receiving Party") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). All information shared between the Parties considering the preparation, execution and results of the PoC which is designated in writing as confidential by any Party and any information which may reasonably be regarded as confidential information, shall be considered as Confidential Information.

12.2 The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement. The Receiving Party will disclose the Confidential Information of the Disclosing Party only to the employees, consultants or representatives of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 The Receiving Party's shall have no obligation of confidentiality under Subsection 12.2 with respect to any information that: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is or was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is or was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding, or (iii) required by law or by the order or a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing P. rty's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

12.4 The Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this subsection.

12.5 The confidentiality obligations imposed on the Receiving Party under this Clause 12 shall continue for a period of two (2) years after termination or expiration of this Agreement.

13. Communication

13.1 During the POC and/or upon successful completion of a PoC, City of Amsterdam, Amsterdam ArenA and KPN may communicate about the results and findings of the PoC for public relations and marketing purposes, but only after prior written consent of the other Parties according regular processes, which shall not unreasonably be withheld. Parties shall not without the prior written consent of the other Parties, which shall not unreasonably be withheld, do press releases or other public announcements.

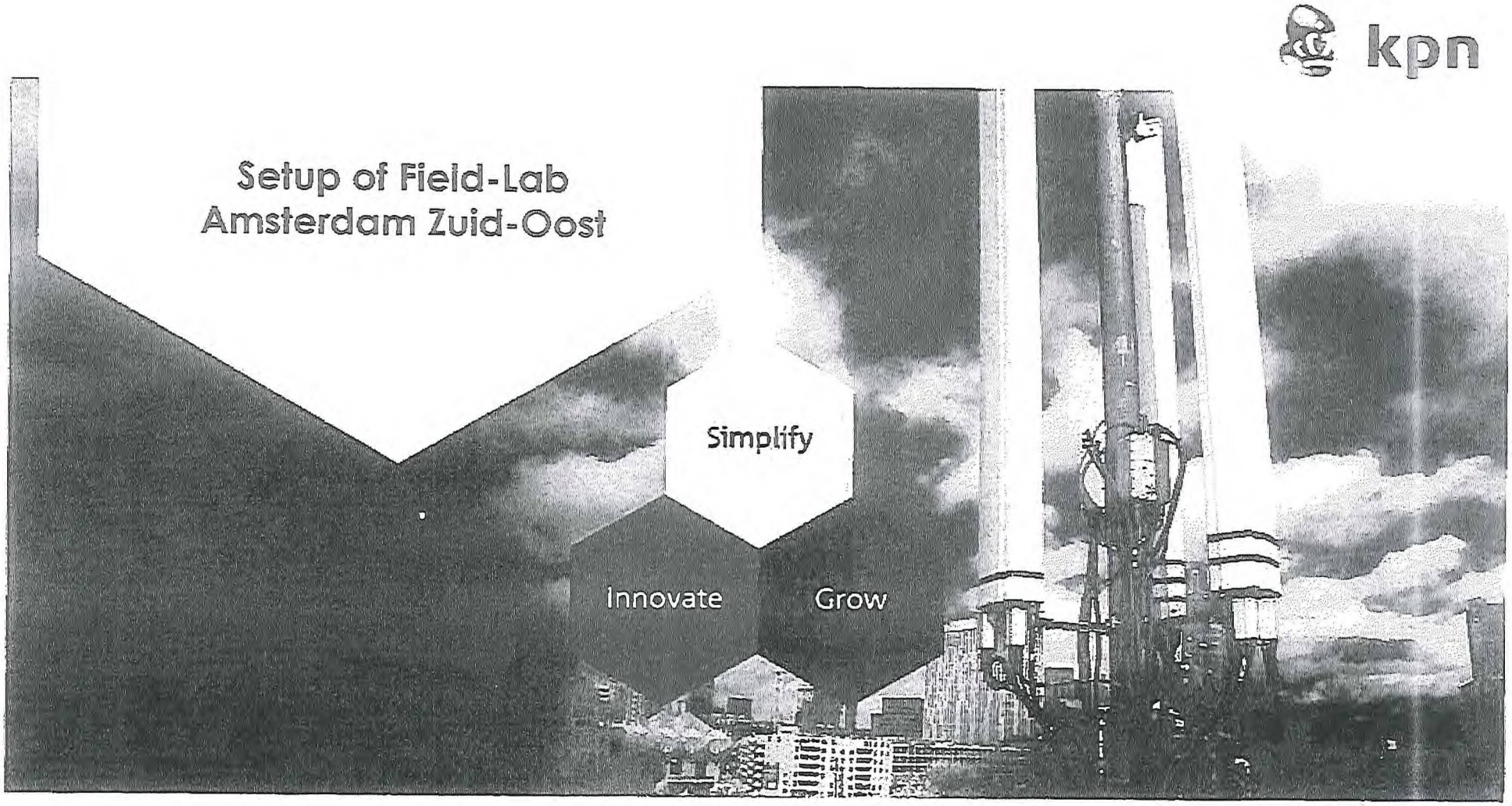
13.2 As an exception to Clause 13.1, Parties have permission ~~after six months~~ to refer to the Field Lab and the fact that the Field Lab was done in cooperation with KPN, City of Amsterdam and Amsterdam ArenA as a reference for (potential) clients and relations, which for the avoidance of doubt includes use for marketing purposes. This exception is not transferrable to any supporting parties of Parties.

14. <u>Applicable law and jurisdiction</u>

14.1 This Agreement is governed by and interpreted in accordance with the laws of The Netherlands.

14.2 In the event of any dispute arising under, out of or in connection with this Agreement, including any question regarding its existence, validity or termination, representatives of both Parties shall enter into amicable negotiations with the aim of resolving the dispute. If the Parties are not able to solve disputes amicably, Parties submit to the exclusive jurisdiction of the Court of Amsterdam, The Netherlands to settle any dispute arising out of or in connection with this Agreement.

On behalf of KPN B.V.	On behalf of City Of Amsterdam	On behalf of Amsterdam ArenA
Name:	Name :	Name :
Function title	Function title :	Function title :
		Name:
		Function title:


kpn
Setup of Field-Lab
Amsterdam Zuid-Oost
Simplify
Innovate
Grow