

Exhibit 1 – General terms and conditions

1. Scope

- 1.1. These general terms and conditions (hereinafter: “Terms”) apply to, and form an integral part of, all quotes, offers, proposals, orders and agreements related to the supply of any products and services by Company. Any terms and conditions of Customer do not apply, notwithstanding any provision contained therein that provide otherwise. Any deviations of these Terms do not apply unless Company accepted these explicitly in a signed agreement. By placing an order, Customer accepts these Terms.
- 1.2. Unless otherwise stated, Company’s offers are valid for a period of 30 days as from the offer’s date.
- 1.3. In these Terms, Company and Customer are referred to individually as a “Party” and jointly as “the Parties”.

2. Structure

- 2.1. If there is a conflict between or among the documents comprising the Agreement, the following order of precedence applies (in the following descending order, the former listed prevailing over the latter):
 - a. Exhibit 5 – Data Processing Agreement;
 - b. Exhibit 1 – General terms and conditions;
 - c. all other Exhibits, schedules or appendices;provided, however, that an Exhibit or other subsequently-executed document may amend or override normally prevailing terms and conditions of the Agreement only if (and to the extent that) the document specifically identifies the provisions of the Agreement that the document is intended to amend or override and the executed version of the document has been approved by an authorised representative of each Party.

3. Definitions

- **Affiliate:** means with respect to either Party, (i) any company or legal entity which controls either directly or indirectly such Party, or (ii) any company controlled by such Party, or (iii) any company holding a controlling interest in such Party at any time

during the term of this Agreement by owning a majority of voting stocks or by exercising control otherwise than through shareholding.

- **Agreement:** the Purchase Order Form, these Terms, other Exhibits or any documents added thereto or referred to therein.
- **Business Day:** all days of the week, except for Saturdays, Sundays and official Belgian holidays.
- **Confidential Information:** any information, data, materials or knowledge kept in whatever form (whether on paper or transmitted or stored electronically) belonging to, concerning or under the control of one of the Parties (the “Disclosing Party”) which is made available or disclosed to the other Party (the “Receiving Party”) in connection with this Agreement and which is commercially proprietary, sensitive, non-public or confidential by nature, whether or not explicitly indicated as such by one of the Parties. Information that in any case shall be considered as confidential: (i) trade secrets, (ii) technical details (including protocols and software, both in source and object code as well as non-public documentation) of, and knowhow about any technical processes, the Platform, the web interfaces and application programming interfaces (“APIs”), (iii) all data of Customer processed with or through the Platform insofar it can be linked to Customer by a third party, (iv) information regarding business operations and strategies, (v) the contents of this Agreement and (vi) any promotions offered by Company to Customer. Information which shall not be considered as confidential: any information for which the Receiving Party can demonstrate that (i) it was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after

disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or (v) that the Disclosing Party has disclosed to unaffiliated third parties without similar restrictions.

- **Data Protection Legislation:** General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") as well as all applicable national executing laws and regulations thereof.
- **Data Services:** the Services related to data analytics, platform administration and device management and APIs.
- **Defect:** any material non-conformity of a product or service with the agreed or warranted specifications of that product or service, having a negative impact on the warranted functionality or performance thereof.
- **Edge Device:** a piece of hardware which must be plugged into Customer's Equipment and which allows the Equipment to connect to the Platform through a network connection.
- **Effective Date:** the date of the last signature of the Agreement, unless explicitly agreed otherwise.
- **Equipment:** the equipment owned, leased or otherwise contracted by Customer that is the subject of tracking through the Services.
- **Force Majeure Event:** Circumstances beyond the control of a Party and that could not reasonably have been foreseen and that prevent the total or partial performance of any obligation under (i) the Agreement, or (ii) any agreement or document further thereto, or that fundamentally alter the financial burden to perform the obligations

under this Agreement, such as without limitation, natural disasters, war, terrorist attacks, civil war, insurrection or riot, boycott or embargo, fire, flood, explosion, earthquake, electrical disconnection as a result of any of the above events, strikes or labour disputes causing cessation, slowdown or interruption of work, national emergencies, interruption of utilities such as telecommunications, acts or omissions of any governmental authority or agency or inability to procure equipment, data or materials from suppliers.

- **Intellectual Property Rights:** all brands, logos, trademarks, service marks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.
- **Mobile Data Subscription:** a subscription for a mobile data connection to the mobile network of the Telecommunication Partner with which data collected from Customer's Equipment can be transferred to the Platform over the air using radio signals.
- **Platform:** the online software platform accessible through a web interface and/or APIs which allows the delivery of digital services such as the management, positioning, scheduling, diagnosis, analysis, service, maintenance and follow-up of Equipment and use thereof. A more detailed description of the functionalities of the Platform can be found in the documentation made available by Company upon request.
- **Platform Services:** the Services related to providing access to, and allowing the use of, the Platform.
- **Service Level Agreement:** the agreement included in Exhibit 3 which sets out the levels of service aimed by Company.

- **Services:** the services to be provided under the Agreement as described in Exhibit 2, including the Platform Services, Data Services, the Mobile Data Subscription and any additional services specified in the Purchase Order Form.
- **Staff Member:** an employee, director, manager or independent contractor engaged by a Party.
- **Start Date:** the date on which Company, as per the Agreement, will start providing the Services to Customer.
- **Telecommunication Partner:** an operator of a telecommunication network with whom Company has made the necessary contractual agreements to allow the Edge Devices to connect with the operator's network and transmit data from Customer's equipment to the Platform.
- **User:** each natural or legal person who is authorized by Customer to use the Platform in accordance with terms and conditions of the Agreement.
- **Website:** Company's website, which can be found here www.gemone.com, detailing the specifications of the Services and the Edge Device.

4. Provision of Services

- 4.1. Company will provide the Services from the Start Date onwards. Customer acknowledges and agrees that the Services can only be provided if Customer: (a) has the required hardware; and (b) has a working internet connection, which allows its Equipment to be connected to the Platform.
- 4.2. Company shall do its utmost to perform the Services with reasonable care and judgement in material accordance with the Agreement. Nevertheless, Company may, without being held to any compensation but subject to prior notice to Customer for planned downtimes pursuant to Exhibit 3, proceed with an interruption of the Services for the purpose of maintaining or improving them, or where according to Company, suspension of the Services will prevent or usefully inhibit any sufficiently serious

threat to the confidentiality, integrity or availability of the Services.

- 4.3. Notwithstanding any other provisions of this Agreement, Company may make changes to the manner of its delivery of the Services, Platform, standards, operating procedures, accessibility periods, allocation and quantity of system resources used and administrative and operational methods, systems or algorithms, provided, however, that Company will implement such changes so as not to materially and adversely affect the Services. Customer acknowledges that the Services are a recent offering of Company, that may evolve and may require changes that are unavoidable. Insofar reasonably possible, changes will not cause an increase to the fees and charges set forth in Exhibit 3. In case of an increase to the fees and/or charges, Customer will be notified and will be entitled to terminate the Agreement on one month's notice.

5. The Edge Device

- 5.1. Customer can purchase an Edge Device that allows a data connection to be made between the Equipment and the Platform which in turn allows the Services to be provided. The Edge Device is sold to Customer solely for this purpose. Depending on the type of Edge Device and Customer's choice, an Edge Device may or may not be equipped with a subscriber identification module ("SIM") card.
- 5.2. It is Customer's responsibility to assess, based on the documentation made available by Company through the Website, whether its equipment is compatible with the Edge Device. By purchasing an Edge Device, Customer agrees and confirms that Company has provided all information required for Customer to assess the specifications of the Edge Device, the functionalities it provides and the compatibility of the Edge Device with Customer's equipment.
- 5.3. The Edge Device is manufactured by an original equipment manufacturer ("OEM"). Company has no control over the components and firmware used by the OEM in the Edge Device. Customer therefore understands and agrees that components used in the design of Company's Edge

- Devices as well as its firmware may change over time.
- 5.4. The Edge Devices are provided “as is” and “as available”. The Edge Device is essentially a technologically advanced product that is dependent on software. Flawless operation of software at all times and in all circumstances cannot be guaranteed. Technological changes introduced by for instance telecom companies, security events, market conditions and other factors may require that the hardware and/or firmware of the Edge Device are changed, updated and/or upgraded from time to time. Customer agrees that the OEM and/or Company shall be entitled to release firmware updates for the Edge Device from time to time, at their own discretion. The hardware of an individual Edge Device cannot be upgraded, however. Company warrants backwards compatibility of the original (i.e. as available at the moment of execution of the Agreement) functionalities of its Platform with the hardware of a specific version of the Edge Device for a period of 3 years.
 - 5.5. The price of the Edge Device, the fees associated with installing a new Edge Device in Customer’s equipment and the fees for replacing an Edge Device outside of any warranty provided under this Agreement are set forth in the Purchase Order Form. Title to the Edge Devices shall pass from Company to Customer upon receipt of payment of all amounts due as per the relevant Purchase Order Form. Customer shall not encumber any of the Edge Devices under retention of title with any real rights nor modify the Edge Devices in any way.
 - 5.6. Parties shall agree on the place and time of delivery of the Edge Devices, the amount of Edge Devices ordered, whether or not Edge Devices will be installed by Company and the total price payable for an order of Edge Devices and Services in a Purchase Order Form. If nothing has been specified in the Purchase Order Form, Edge Devices will be delivered Ex Works.
 - 5.7. If Customer requests Company to install the Edge Devices, Parties will agree on the appropriate time and place for such installation. Customer shall provide Company’s Staff Members with a safe and secure working environment as well as the necessary authorizations and access to premises and equipment to perform the installation services.
 - 5.8. Customer shall have thirty (30) days after the date of delivery, to inspect the delivered Edge Devices. If no notification of a defect or flaw has been received by Company within that time, Customer shall have accepted the Edge Devices and, where applicable, the installation thereof. Without prejudice to Article 5.9, any defect or flaw reported after such time shall be remedied by Company after Parties agree on a reasonable compensation for such remedy. Customer shall in any case work together with Company in good faith towards acceptance. The acceptance shall always cover all perceivable Defects of the Edge Device. Payment of an invoice after the delivery of Edge Devices shall always confirm the acceptance of the delivered Edge Devices to which the invoice refers.
 - 5.9. Customer agrees that the warranty with regard to any Defect in an Edge Device shall be limited to the warranty that the OEM grants Company. Unless stated otherwise by the OEM, the warranty period extends to two (2) years for latent Defects. The Customer acknowledges that the repair of (a) defective Edge Device(s) is a costly remedy and consequently the warranty shall be limited to a replacement of the defective Edge Device. The defective Edge Device(s) will be returned by the Customer as will be agreed with the Company. Unless Company has made an attributable error in the installation of the Edge Device in Customer’s equipment, Customer shall compensate Company for the costs and expenses associated with the transportation and the work performed for replacing the component. In case of a general product recall, Customer will assist Company insofar reasonable in order to prevent or mitigate any damage or costs involved.
 - 5.10. Subject to Article 21.3, Company does not warrant that Customer’s intended use of the Edge Device complies with any applicable provisions of mandatory law.
- 6. Mobile Data Subscription**
- 6.1. Customer understands that the Services

cannot be provided without a working internet connection. For each Edge Device, Customer therefore has the possibility to procure a Mobile Data Subscription from Company, which includes a SIM card if required for the Mobile Data Subscription. The fees and charges associated with the Mobile Data Subscription are included in the overall fee for the Services.

- 6.2. Even when Customer procures the Mobile Data Subscription from Company, Parties acknowledge and agree that the underlying telecommunication services are provided by the Telecommunication Partner. The Telecommunication Partner's terms and conditions governing the underlying telecommunication services apply to Customer's use of the Mobile Data Subscription. These terms and conditions are included in this Agreement by explicit reference, but only where it concerns Customer's use of the Mobile Data Subscription. Customer understands that the SIM card integrated in the Edge Device is and remains the property of the Telecommunication Partner at all times. Customer is only granted a limited right to use the SIM card for the provision of the Mobile Data Subscription.
- 6.3. Customer shall be held liable for any infringement of the Telecommunication Partner's terms and conditions and agrees to defend, indemnify and hold Company harmless against all claims brought by the Telecommunication Partner against Company for damages caused by such infringements.

7. Term

- 7.1. This Agreement shall commence on the date of the last signature on the Purchase Order Form which will be the Effective Date unless otherwise agreed, and shall, subject to the provisions of Article 14, continue for an initial term ("Initial Term") of three (3) years. After the Initial Term, the Agreement is automatically and tacitly extended for subsequent one-year terms, unless either Party gives written notice by registered e-mail at least three (3) months before expiration of the then current term of its intention not to extend the Agreement.

8. Service levels

- 8.1. In case service levels are defined as set forth

in Exhibit 2 – Service Level Agreement, the Party to whom the service level applies (which may be Company and/or the Customer) shall endeavour best efforts to perform such Services c.q. tasks in a manner that achieves the service levels.

9. Responsibilities of Customer

- 9.1. Customer will be responsible for the availability, compatibility and security of its own infrastructure, hardware, and software that he intends to use in connection with the Services (i.a. adequacy, maintenance, performance and responsiveness, security).
- 9.2. Commencing on the Effective Date of this Agreement and continuing throughout its term, Customer shall comply with its obligations set forth in this Agreement, including its obligations in the Exhibits.
- 9.3. Customer shall provide its Users with all necessary instructions and training to make use of the Platform and the Services.
- 9.4. In order to facilitate Company's performance of the Services, Customer will, at its own cost and expense, perform those tasks and fulfil those responsibilities of Customer as set forth in this Agreement, including any functions retained by Customer that are relevant to the Services. Customer understands that Company's performance of the Services may be dependent on Customer's timely and effective performance of its responsibilities under this Agreement.
- 9.5. Without limiting Article 9.4 Customer will:
- Respond promptly to all reasonable requests by Company for information or decisions relating to this Agreement, to the extent reasonably required by Company for the purpose of performing its obligations thereunder;
 - Provide appropriately qualified and experienced personnel for the purposes of discussing matters on which Customer and Company are from time to time required to attempt to agree under the terms of this Agreement;
 - Keep the login credentials to the Platform confidential and personal and will require the same from Customer's Staff members;
 - Be responsible for obtaining any consents required for the use of the Services and Customer's hardware, software and other rights, to the extent necessary for

- Company's performance under this Agreement.
- Without prejudice to the provisions of Article 6, shall obtain, and bear the costs of, telecom services from a third party in order to link Customer's infrastructure to Company's infrastructure.
- 9.6. If Customer fails to comply with its obligations under this Agreement, it agrees to bear all costs and charges related to the extra services performed by Company to remedy any issues resulting from Customer's failure to comply with its obligations.
- 9.7. Customer shall obtain all necessary licenses, approvals, permits and consents required, if any, by any applicable governmental or regulatory authority or body which are necessary for Customer to use the Services. Customer shall use the Services in accordance with and subject to all provisions of applicable law. In case of infringement, Customer will defend, indemnify and hold Company harmless against all claims, penalties and/or fines brought against Company that are caused by such infringement.
- 9.8. Customer shall only use, and allow its Users to use, the Platform and all related Services in accordance with the End-User License Agreement set forth in Exhibit 4.
- 9.9. In the event Customer's or a User's use of the Platform can be considered (a) a violation of the terms and conditions of this Agreement or the Intellectual Property Rights or any other right of Company, Company's Affiliates or a third party, (b) a threat to the security or integrity of the Platform or any of the Services, (c) a danger to the Platform due to viruses, Trojan horses, spyware, malware or any other form of malicious code, (d) in any way hateful, obscene, discriminating, racist, slanderous, spiteful, hurtful or in some other way inappropriate or illegal, or (e) in direct competition with the properly communicated commercial interests of Company or Company's Affiliates, Company reserves the right to revoke Customer's or a User's login credentials and block Customer's or a User's access to the Platform without prior notice or intervention of a judicial body and without any form of

compensation or other claim. Customer or User infringing this Agreement will be required to put an end to the infringement. Continued misuse may lead to the permanent termination of a User's account or, where it concerns Customer as a whole, will be construed as a Material Breach.

10. Charges and payment conditions

- 10.1. All prices are in euro and excluding VAT. All other charges and levies, such as transportation costs, delivery costs, customs duties etc. are also not included, unless expressly provided otherwise.
- 10.2. The amounts due on the basis of a Purchase Order Form will be invoiced at the moment when the Purchase Order Form is signed by Customer.
- 10.3. All invoiced amounts are due within thirty (30) days from the date of the invoice.
- 10.4. In case Customer disputes an invoice or the Services included therein, Customer will in any case be bound to pay for the undisputed part. Customer is not allowed to proceed to settlement or to suspend any of its own commitments, unless Company consents to this explicitly. Company must be notified of any disputes by registered letter at the latest ten (10) Business Days after the invoice date.
- 10.5. In the absence of payment of the amounts due, Company is entitled to suspend the delivery of goods and the provision of Services as well as to suspend or cancel current or future Purchase Orders, without formal notice of default nor notification or compensation, subject to all rights.
- 10.6. Company is allowed to index its fees and charges automatically once a year. The calculation will be done on the basis of the monthly published Agoria index ('Ai') for salary and social charges (country average, found at <http://www.agoria.be/NL/Agoria-index>) for the month of October and the prices will be applicable as of the month of January. The following formula applies for the calculation of the price revision: $P_1 = P_0 \times (0,2 + 0,8 \times I_1/I_0)$, where P_1 = the new price, P_0 = the initial price, I_1 = the Belgian Agoria index for wages (country average) of the month of October preceding the indexation, I_0 = the Belgian Agoria index for wages (country average) of the calendar month in which this

Agreement was signed.

11. Intellectual property

- 11.1. The performance by Company of its obligations under this Agreement shall not entail a transfer of any Intellectual Property Rights, industrial or other proprietary rights to Customer, and the fees and charges paid by Customer to Company shall not include any compensation for a transfer of any intellectual, industrial or other proprietary rights.
- 11.2. Any intellectual, industrial or other proprietary rights with respect to works created by Company or its Staff Members, whether or not created in the performance of the Agreement, such as software, the documentation and any materials, documents, drawings, technology, skills, know-how and information related to the software, whether or not preceding the date of execution of the Agreement, shall be vested exclusively in or licensed to Company and/or its respective licensors as the case may be.
- 11.3. Company grants to Customer during the term of this Agreement, a non-exclusive, non-assignable worldwide license to use the Company software for the specific purposes as explicitly set forth in Exhibit 4 – End-User License Agreement. Such license is included in the fees and charges as set forth in Exhibit 3.
- 11.4. Within the limits provided in this Agreement, Company shall indemnify, defend and hold harmless Customer from any damages, costs and expenses incurred by Customer as a result of any third party claim that any component of the Services, when used within the scope of this Agreement, infringes or misappropriates any copyright, trademark, or trade secret of any third party; provided that Customer promptly notifies Company in writing of any such claim and promptly tenders the control of the defence and settlement of any such claim to Company at Company's expense and with Company's choice of counsel. Customer shall reasonably cooperate with Company in defending or settling such claim.

If any component of the Services is either (A) subject of any claim for infringement

and Company reasonably determines that infringement is likely or (B) if it is adjudicatively determined that there is infringement then Company may, at its option and expense, (i) procure for Customer the right from such third party to use the Service component or (ii) replace or modify the Service component with other suitable and reasonably equivalent components so that the component becomes non-infringing.

- 11.5. Company shall have no liability for any infringement arising from or caused by (i) the use or copying of any component by Customer after Company has issued a written notice to Customer requiring Customer to cease using such component, (ii) the use of the component in combination with any software or other component not provided by Company, and (iii) any version of the component for which any updates, fixes or revisions have been made available by Company to Customer if such infringement would have been avoided by the installation and use of such updates, fixes or revisions. This section states Company's entire obligation with respect to any claim regarding the intellectual property rights of any third party.

12. Data protection

- 12.1. Parties agree to process all personal data under this Agreement in accordance with the Data Protection Legislation.
- 12.2. As part of providing the Services and without prejudice to Article 12.3, Company shall process, upon request and instruction of Customer, the personal data which Customer shares with Company through Customer's use of the Platform. For such processing Company will be considered a processor and Customer a controller in the sense of Article 4 GDPR. The terms and conditions governing this processing of personal data upon Customer's instruction are set forth in Exhibit 5.

Company will be allowed, however, to process as a controller pseudonymized personal data of Customer, which cannot be linked directly to a data subject, to compile aggregated statistics on the use of Equipment, to improve the Services, to ensure the safety and security of the Services and to inform manufacturers of

Equipment on how the Equipment is used. All relevant information concerning such processing of personal data by Company as a controller is included in the Privacy Policy made available on the Platform.

- 12.3. Company shall process personal data of Users and other Staff Members of Customer in order to facilitate Customer's access to the Platform and management of its User account(s). For the processing of personal data to facilitate access and allow for User account management Company and Customer will both be independent controllers. Company processes the personal data in accordance with the Privacy Policy made available on the Platform. Customer shall ensure that this Privacy Policy is made available to all of its Staff Members who are authorized to use the Platform on Customer's behalf.

13. Confidentiality

- 13.1. Each Party acknowledges that it may be furnished, receive or otherwise have access to Confidential Information of the other Party in connection with this Agreement. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure and will protect it from unauthorised use or disclosure by using at least the same degree of care as the Receiving Party employs to avoid unauthorised use or disclosure of its own Confidential Information of a similar nature, but in no event less than reasonable care.
- 13.2. The Receiving Party may disclose Confidential Information of the Disclosing Party to any employee, officer, director, agent, contractor or representative who has a need to know the information for the purposes of this Agreement and who is bound to the Receiving Party to protect the confidentiality of the information in a manner substantially equivalent to that required of the Receiving Party. The Receiving Party may also disclose Confidential Information of the Disclosing Party to the Receiving Party's regulatory agencies and auditors provided they are made aware of the Receiving Party's obligations of confidentiality with respect to the Disclosing Party's Confidential Information and execute confidentiality

agreements as required by this Agreement.

- 13.3. If any unauthorised disclosure, loss of, or inability to account for any Confidential Information of the Disclosing Party occurs, the Receiving Party will promptly notify the Disclosing Party and will cooperate with the Disclosing Party and take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation and any damage resulting from it and to prevent a recurrence of the violation. In the event of a material breach of this clause 13, the Receiving Party that is liable for the breach, will be liable to pay an indemnity of 100.000 EUR per occurrence, notwithstanding the Disclosing Party's right to claim compensation for all additional proven damage.
- 13.4. If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by this Agreement, the Receiving Party will provide the Disclosing Party with prompt notice of the request (unless legally precluded from doing so) so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party may furnish that portion of the Confidential Information that it determines it is legally required to furnish.
- 13.5. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Agreement will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party. Any such obligation or grant will only be as provided by other provisions of this Agreement.
- 13.6. As requested by the Disclosing Party during the term of this Agreement, the Receiving Party will return or provide the Disclosing Party a copy of any Confidential Information of the Disclosing Party. When Confidential Information of the Disclosing Party is no longer required for the Receiving Party's performance under this Agreement,

or in any event upon expiration or termination of this Agreement, the Receiving Party will return all materials in any medium that contain Confidential Information of the Disclosing Party or, at the Disclosing Party's election, destroy them. At the Disclosing Party's request, the Receiving Party will certify in writing that it has returned or destroyed all copies of the Disclosing Party's Confidential Information in the possession or control of the Receiving Party's or any of its Affiliates or subcontractors.

13.7. All obligations related to Confidential Information as set forth in this Article 13 shall apply for the duration of this Agreement and will survive for ten (10) years after the Receiving Party's return or destruction of all copies of the Confidential Information in question.

14. Termination

14.1. Termination for Cause

Without prejudice to any of its other rights and obligations, either Party may at its option terminate this Agreement, without prior recourse to the courts, by notifying the other Party ("Defaulting Party") if any of the following events occurs:

- the Defaulting Party becomes insolvent or unable to pay its debts as they become due or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection; or
- the Defaulting Party commits a material breach of this Agreement that cannot reasonably be cured within 20 Business Days after the other Party has given the Defaulting Party notice of default (a "Material Breach").

14.2. Termination for Convenience

Termination for convenience is not possible during the Initial Term. If the Agreement is extended after the Initial Term, each Party may, at any time after the Initial Term, terminate this Agreement or any part of it for convenience (i.e. without cause) as set forth in Article 7.

14.3. On termination of this Agreement:

- Customer will pay all fees and charges for Services due and payable under this Agreement up to the effective date of

termination; and

- except for termination by Company upon Customer's default (Termination for Cause) Company will use its reasonable efforts to phase out all Services under this Agreement as quickly as reasonably possible in cooperation with Customer and subject to the time and material charges in Exhibit 3.

14.4. Termination of this Agreement, for any reason, will not affect any accrued rights or liabilities or payments due (including payment of all delivered Services up to the date of termination) or the coming into force or continuing in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after termination. Articles 11, 12, 13, 15 and 19 shall survive and continue in full force and effect in accordance with these terms notwithstanding the expiration or termination of this Agreement.

15. Liability

15.1. Nothing in this Agreement shall exclude or limit either Party's liability for fraud or wilful or serious misconduct.

15.2. Unless explicitly stated otherwise in this Agreement, neither Party will be held liable for any indirect or consequential loss or damage suffered by the other Party or its Affiliates, such as any loss of data, profits, revenue, turnover, claims of third parties, moral or commercial damage, whether this loss or damage arises from a breach of contract or duty in tort.

15.3. Each Party's liability on contractual grounds or in tort shall be limited to the lesser of: (1) the total amount paid or due by Customer for the Services during the six (6) months preceding the event giving rise to liability, or (2) 25.000 EUR.

15.4. Neither Party shall be liable for any claim arising under this Agreement, unless it has received written notice of the claim within one (1) year of the other Party becoming aware of the circumstances giving rise to the claim.

15.5. Company shall only be liable for damages that Customer proves are directly caused by a fault on the part of Company, which Customer itself could not avoid or mitigate and which Company does not remedy

within thirty (30) days after receipt of a notice of default, without prejudice to other resolution times agreed upon in the Service Level Agreement. Company shall not be liable for any interpretation or use of the Data by Customer or users.

16. Relationship between the Parties

16.1. Company, when providing its Services, is acting as an independent contractor. The Parties are not in an agency or partner relationship and have no authority to represent or bind the other Party as to any matters except as expressly authorized in this Agreement.

17. Assignment

17.1. Company may assign its rights and obligations hereunder in whole, but not in part, to (1) any corporation or entity with which Company may merge or to which Company may transfer all, or substantially all, of its assets, or (2) to any Affiliate. Customer is not entitled to assign this Agreement and its rights and obligations hereunder to any Affiliate or third party, unless with the prior written consent of Company.

18. Reference

18.1. Company may refer to Customer to potential customers and partners of Company and may, for this purpose, use Customer's logos and company name on its corporate website, in brochures, on fairs and events and in presentations.

19. Logging

19.1. Company keeps detailed and accurate logs in a secure and automated manner which contain data concerning the Users' use of the Platform, including access, volume usage and account usage as well as concerning use of the Mobile Data Subscription. These logs are kept for invoicing, service monitoring and improvement as well as security purposes. Parties agree that these logs can be used as evidence to demonstrate compliance or breach of this Agreement and all rights and obligations hereunder. The logs shall be construed as evidence, unless proof to the contrary.

20. Sub-contracting

20.1. Company may subcontract to third parties any part of the Services, including, but not limited to, hosting, data centre services,

network and communication services and database- and security services. Notwithstanding the foregoing, Company will at all times be responsible towards Customer for the performance of its obligations under this Agreement.

21. Warranty

21.1. Company shall make all best efforts to perform its obligations under this Agreement and makes no express or implied warranties in connection with the Services, including in particular the fitness for a particular purpose, merchantability or the compliance thereof with any legal or regulatory requirement, unless explicitly agreed otherwise in this Agreement. Company will provide updates to the software if and when Company decides at its discretion that operational requirements need updating.

21.2. The Customer acknowledges that the Services are a recent product and services offering of Company, and that certain flaws may occur as a consequence of limited operational experience.

21.3. Customer acknowledges that its regulatory obligations and compliance procedures remain its sole responsibility and that Customer alone is responsible for compliance of its procedures with legal and regulatory requirements. Examples of such obligations and procedures could be those related to the safety and security of Customer's workplace, equipment, personnel and sub-contractors. Customer confirms that the Services are fully based on Customer's procedures; and that Customer has sufficiently tested Company's Services in that respect, and that – therefore – Company's Services correctly implement Customer's procedures. Consequently, Customer warrants and agrees to indemnify and hold harmless Company from any damages, costs and expenses incurred as a result of any demands or claims for third parties arising therefrom.

21.4. Customer guarantees that all data, if any, provided by Customer to Company are correct and lawful, that these data do not infringe third party rights and that Customer is authorised to provide them. Company bears no liability regarding verification of data provided by Customer. Customer will

notify Company of any error in the data provided by Customer to Company and agrees to indemnify, defend and hold harmless Company from any damages, costs and expenses incurred as a result of any claims or demands from third parties arising therefrom.

22. Force Majeure

- 22.1. A Force Majeure Event shall relieve either Party, for so long as such event continues, from those of its obligations under this Agreement, provided that such Party promptly notifies the other Party in writing describing the Force Majeure Event and immediately continues the performance of the obligations concerned when and to the extent that the Force Majeure Event is removed. Neither Party shall be entitled to claim damages for any non-performance by the other Party of any of its contractual obligations resulting from a Force Majeure Event. If a Force Majeure Event continues for a period of 30 calendar days, either Party is entitled to terminate the Agreement without damage compensation.

23. Entire Agreement

- 23.1. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and, from the date of its execution, supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter.

24. Severability

- 24.1. If any provision in this Agreement is or becomes invalid, non-binding or unenforceable, such provision will be severed from the Agreement, the remainder of this Agreement will remain in full force and effect, and the Parties will negotiate in good faith to replace the severed provision with a provision that achieves, to the greatest extent possible, the intent of the

severed provision.

25. Waiver

- 25.1. No failure to exercise any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

26. Dispute resolution and applicable law

- 26.1. This Agreement and all respective rights and obligations of the Parties shall be governed by and shall be construed in accordance with the laws of Belgium, excluding the Vienna Convention on Contracts for the International Sale of Goods (CISG), and without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.
- 26.2. All disputes, controversies or claims between the Parties arising out of or in connection with the Agreement shall first be submitted to CEPANI (www.cepani.be) according to its mediation rules, and should the mediation fail, each Party has the right to submit the dispute to the competent courts in Ghent, Kortrijk division, Belgium. The place of mediation shall be Brussels, Belgium and the mediation shall be conducted by one mediator. Parties retain at all times the right to request and obtain preliminary or interim relief via court proceedings without prior recourse to mediation, such as by means of summary proceedings (référé - kort geding), injunction proceedings (comme en référé - zoals in kortgeding) and provisional measures in the framework of a court proceedings on the merits. Claims for non-payment of fees under this Agreement that is not reasonably justified by breach of contract shall not be subject to mediation.