

**General Terms and Conditions of the private company T Comm Tracking and Tracing B.V. trading as
T Comm Telematics in Zoetermeer**

These General Terms and Conditions were deposited at the Chamber of Commerce in The Hague under number 278435

1. Definitions

Unless stated otherwise, the following words and expressions in the General Terms and Conditions are defined as specified below:

T Comm:

The private limited liability company T Comm Tracking and Tracing B.V. trading as T Comm Telematics with its registered office in Zoetermeer and principal place of business at the Rokkeveenseweg 49, 2712 PJ Zoetermeer, Netherlands.

After sales policy:

T Comm's most recent policy concerns the after sales services offered by T Comm to the Customer;

Confidential information:

(a) all information and documentation that are considered as confidential or proprietary at the time of disclosure, and
(b) all information and documentation that falls within one of the following categories: information about customers, distributors, retailers, agents or end users; financial information (except if it was published publicly in accordance with legal regulations); product price information; product specifications and designs; and production processes, as well as any other information revealed by one of the Parties and that can reasonably be regarded as confidential to the extent that such a Party treats such information as confidential or proprietary;

Agreement:

Any agreement entered into between T Comm and the customer, any amendment or addition to it, as well as (legal) acts in preparation for and for its implementation.

Customer:

The natural or legal person or entity with which T Comm enter into an agreement and is qualified as such in the Agreement:

Commencement date:

The starting date of the Agreement as mentioned in the Agreement;

General sales conditions:

T Comm's General Terms and Sales Conditions;

Intellectual property rights:

All inventions, patents, registered designs, design rights, database rights, copyrights, know-how, trademark characters (including Trademarks), trade secrets and other intellectual property rights, and the applications for one of these and other rights or forms of protection in a similar capacity and of equal or similar effect to any of them, which may exist around the world;

Initial term:

Means the number of months specified in the Agreement, starting from the date as stated in the confirmation letter of the Agreement;

Order:

Order placed by the Customer on the type and the number of Products that will be delivered to the Customer, including the requested estimated delivery date, in accordance with the Agreement and the ordering and delivery policy;

Order and delivery policy:

The most recent T Comm policy on the order process, including the acceptance of Orders by T Comm and associated applications for changes and cancellations thereof;

Party/Parties:

(Either) T Comm or a (potential) Customer;

Product:

All Products in the T Comm assortment as mentioned in the Agreement (as can be modified by T Comm from time to time);

WEB-Portal Service:

Means the online service, available via (i) the T Comm website or (ii) via other software released in other ways (for example, from a link) gives access to the service, which allows the Customer to monitor the Fleet.

Trademarks:

The 'T Comm' names, brand names and logos (both registered and pending) and other names, brand names, logos, designs and symbols that are intended to be used with or are related to the Products or services offered by T Comm.

2. Applicability

- 2.1 These general sales conditions shall apply to and expressly form part of the Agreement and all subsequent agreements entered into between T Comm and the Customer in connection with an Order. It is agreed that the general terms and conditions, or any other terms and conditions of the Customer, do not apply, unless otherwise agreed.
- 2.2 T Comm has the right to unilaterally modify the provisions of the general terms and conditions of sale. The most recent version of T Comm's terms and conditions of sale always apply on every order.

3. Offers and agreements

- 3.1 All quotations offered by T Comm, in whatever form, are non-binding unless explicitly stated otherwise.
- 3.2 If a non-binding offer is accepted, T Comm shall be entitled to recall the offer within two working days of receipt of the acceptance, verbally or in writing. If and to the extent that it concerns repairs and/or supplies of spare parts, after expiry of the said term, a legal agreement comes into force.
- 3.3 With regard to the provision of Products, parties will record the arrangements in a written agreement, which shall be binding after signature by all parties.
- 3.4 The Order is carefully defined in the Agreement, any additional arrangements and/or amendments shall only be binding on T Comm if these have been confirmed in writing by T Comm.

4. Delivery and delivery period

- 4.1 The delivery times are not fixed.
- 4.2 The supply of Products must be carried out according to the Agreement. After delivery, the Products are for the account and risk of the customer. Any shipping or transport costs are charged separately to the Customer, unless expressly agreed otherwise. T Comm is entitled to carry out the delivery in parts and each partial delivery may be invoiced separately.
- 4.3 The risk of loss or damage to Products is transferred to the Customer at the time they have actually been delivered to the Customer and thus in the possession of the Customer or of a third party to be appointed by the customer, unless the legal delivery took place before, in which case the risk is transferred on to the Customer from the legal delivery.
- 4.4 All orders placed by the Customer are depending on available stock. An agreed delivery date concerns only an estimate and does not include any deadline as set out in Article 6.83 (a) of the Civil Code, unless expressly agreed otherwise in writing.
- 4.5 The Customer is obliged to take the delivered Products and/or Services in his possession. If the Customer remains in default in this regard, the resulting costs shall be for his account.
- 4.6 A Contract may not be terminated by the Customer because of a delay, unless T Comm also do not execute the Agreement, or do not do so entirely within a reasonable time, notified to him in writing after the indicated or agreed delivery time. Dissolution is only permitted as far as maintenance of the Agreement cannot reasonably be demanded of the Customer. Exceeding the delivery time will never entitle the Customer to compensation.

5. WEB-PORTAL Services

- 5.1 The Customer is granted a non-exclusive and non-transferable right to use the WEB PORTAL Service to track and manage the Fleet and for reporting, planning and control purposes.
- 5.2 T Comm is entitled to change the WEB PORTAL Service or usage rights if this is reasonably necessary to keep the WEB-PORTAL Service up-to-standard.
- 5.2 T Comm reserves the right to interrupt access to the WEB PORTAL Service or to terminate it if this is necessary for
 - maintenance,
 - the provision of (necessary) updates/improvements of the Service,
 - the safeguarding against loss, mutilation or any form of unlawful access and unauthorized processing, or
 - if such a failure or delay is caused by the network or a computer system of T Comm or of third parties. T Comm will inform the customer as quickly as possible, and if possible prior to the interruption or termination, via an e-mail message.
- 5.3 T Comm is entitled to make changes at any time to the procedure leading to access to the WEB PORTAL Service. T

Comm will in such a case notify the Customer of the changes as soon as possible, but no later than 48 hours in advance.

- 5.4 The Customer may use the WEB PORTAL Service in conjunction with the number of Units as defined on the Order. If at any time the Customer wishes to increase the number of the Units defined in the order or agreement, they should inform T Comm of this and sign a separate agreement.
- 5.5 The customer is responsible for:
- equipping the Fleet with properly working Units and ensuring the accessibility of these Units,
 - having proper browser software and Internet access to the WEB-PORTAL Service of sufficient capacity,
 - the correct configuration of the WEB PORTAL Services.
- 5.6 T Comm does not guarantee that GPS or Mobile Communication Services will continue to support the functionality as provided by the WEB-PORTAL Service nor that the Customer will be able to use the WEB PORTAL Service with success for the use as referred to in article 5.1, due to the fact that this use partially depends on circumstances beyond the risk environment and control that can in all fairness be assigned to T Comm, including those conditions for which the customer is responsible in accordance with articles 5.5 or 15.1.
- 5.7 T Comm reserves the right to change the design of the WEB-PORTAL Website and how the data will be displayed.

6. Price, payment and non-compliance

- 6.1 All prices quoted by T Comm are in EUR (unless stated differently), excluding VAT and any other sales taxes, additional costs and levies.
- 6.2 Payment terms are fixed periods.
- 6.3 Full payment of the amounts invoiced by T Comm must take place in EUR (unless specifically agreed differently, in writing) and within the terms and payment conditions as agreed to. All payments made by the Customer must take place without any set-off, discount and/or deferment of any nature, unless explicitly agreed differently, in writing.
- 6.4 T Comm is at all times entitled, even after an Order is already being processed, to require the Customer to provide collateral for its payment obligations.
- 6.5 The customer pays T Comm a separate usage fee for the supply of the WEB PORTAL Service, as specified in the Agreement.
- 6.6 The costs for the WEB-PORTAL Service are payable monthly in advance. Unless otherwise agreed, T Comm collects all payments by direct debit and the Customer hereby authorizes T Comm to deduct the payments due from the Customer's bank account as specified on the order. The prior message on the direct debits is reflected on the invoice. The period between the prior message and the actual collection can be shorter than the SEPA standard of 14 calendar days.
- 6.7 Complaints regarding an invoice must be reported to T Comm in writing, within 14 (fourteen) work days after the invoice date.
- 6.8 If the Customer fails to pay an invoice (or do so only partly), T Comm may hand it over for collection, in which case the total amount shall be owed by the Customer, as well as the statutory interest, and he shall also be obliged to pay all actual judicial and extrajudicial collection costs.
- 6.9 If the aforementioned direct debit fails, all the Customer's (payment) obligations resulting from the Agreement vis-à-vis T Comm shall become due and payable immediately and without further notice.
- 6.10 With i) an actual or intended application for bankruptcy, or ii) starting bankruptcy proceedings, or iii) the appointment of a trustee or administrative collector regarding the Customer, or iv) the application for, or the awarding of suspension of payments, or v) if the Customer offers its creditors a private settlement plan or his assets are attached, or vi) if the Customer is no longer able to pay his debts or becomes insolvent, T Comm's claims on the Customer will become due and payable immediately. Following one of such events, T Comm is entitled to suspend the execution of the Agreement until such time that the Customer has fulfilled all its obligations under the Agreement.
- 6.11 The Customer is not authorized to set off any amount on the amounts owed by him to T Comm because of a counterclaim he may have, unless the counterclaim was expressly recognized by T Comm as correct or it was decided irrevocably by law.
- 6.12 Deferment of payment due to faulty execution of the order as claimed by the Customer is only permitted if the shortcoming is indisputable and then only to the extent that the Customer is unable to make use of the supplied item.

- 6.13 T Comm may impose credit limits on the Customer's account of demand that the Customer provide adequate collateral if doubts should arise at any time as to the creditworthiness of the Customer. If the Customer exceeds the credit limit or fails to provide the required collateral, T Comm may terminate/dissolve this agreement immediately.

7. Suretyship/collateral

- 7.1 T Comm is entitled, if the Customer's financial situation give rise to this, to requests the Customer for payment of an advance or for financial and/or other collateral, at or after the conclusion of the Agreement, before processing the Order (further), so T Comm may be assured that the Customer will be able to comply with his payment and other obligations.
- 7.2 As long as the Customer does not comply, T Comm shall be entitled to suspend execution of the Order.
- 7.3 If the Customer does not provide the requested guarantees or collateral within a reasonable time limit as set by T Comm, T Comm will be able to dissolve the agreement by written notice to Customer.
- 7.4 If a case as referred to here should occur, the Customer shall be liable for costs incurred by T Comm as a result, and articles 16.4 and 16.5 shall apply mutatis mutandis.

8. Confidentiality clause

- 8.1 Each party shall be held to maintain the confidentiality of Confidential Information relating to the Agreement and as defined under article 1 of the terms during and after termination of the Agreement.
- 8.2 The provisions of the previous paragraph does not apply to information and knowledge:
- that is known or made public without the public disclosure being a result of an unlawful act of one of the parties;
 - That was lawfully acquired by a party from a third party;
 - That was developed independently by one of the parties without making use of the Confidential Information provided that this independent development can be demonstrated by the party.
- 8.3 Parties will take all reasonable precautions to maintain the confidentiality of the Confidential Information. Parties will not multiply the obtained Confidential Information or copy it, use it for publication or advertising or provide it to third parties in any form whatsoever, unless the other party has given express written permission to do so or this is technically necessary.
- 8.4 The customer guarantees that the stipulations of this provision shall also be fulfilled by its affiliates with which the Customer forms a group as referred to in art. 2:24b of the Dutch civil code.

9. Intellectual and industrial property rights

- 9.1 All existing and future rights of intellectual or industrial property (IP rights) on all Products and Services, as well as analyses, designs, documentation, reports, quotes and such, as well as preparatory material, belong exclusively to T Comm or its licensors. The Customer shall at the first request do all that will be necessary for the transfer of IP rights to T Comm in the manner prescribed by law.
- 9.2 T Comm provides the Customer with a non-exclusive and non-transferable right of use for the duration of the Agreement to (i) use the WEB-PORTAL Service for Fleet Management and control and (ii) use the Products in or for the benefit of the vehicles of the Customer. The Customer shall only receive a right of use of the WEB PORTAL Service for the number of Units and users specified in the Order. If a Customer increases the number of Units and/or users at any point in time, he/she shall inform T Comm in advance and take out a separate user right (license) for every additional Unit and/or user.
- 9.3 The Customer is expressly not allowed to reproduce or disclose the obtained information, data and such without prior written permission from T Comm. The Customer is also not allowed to remove, modify or ad, any indications regarding copyrights, trademarks, trade names or other IP rights of or from Products, including indications regarding its confidentiality and secrecy.
- 9.4 T Comm shall at all time be allowed to take (further) (technical) measures for the protection or safeguarding of the Products and Services. The Customer is not allowed to refuse, circumvent or undo such measures or to avoid them in some other way.

10 Implementation of the Agreement

- 10.1 T Comm shall execute the Agreement to its best insight and abilities and according to the requirements of good craftsmanship.
- 10.2 T Comm has the right to have certain work done by third parties.
- 10.3 T Comm is entitled to temporarily block access to the Product and/or Service or to temporarily disable certain features of the Product and/or Service if this is deemed necessary for urgent maintenance or due to a virus or other threat, without prior notice. In these cases, T Comm endeavours to limit the inconvenience to a minimum and shall inform the customer in time - in advance if possible.

11. Customer's Commitments

- 11.1 The Customer shall take care that all data, equipment and areas, indicated by T Comm to be necessary or that the Customer should reasonably understand that this is necessary for the execution of the Agreement, be made available to T Comm on time and in a useful way.
- 11.2 The Customer shall ensure the proper functioning of the equipment belonging to him/her where it is used in conjunction with the Product and/or Service. The Customer is bound by the (technical) instructions, conditions and procedures that are provided by or on behalf of T Comm. The Customer is responsible for the use and the application in its organization, of the Products and Services as well as for control and security procedures and adequate system management.
- 11.3 The Customer shall ensure the necessary hardware and software, peripherals and connections to enable the use of the WEB-PORTAL Service, unless explicitly agreed otherwise in writing.
- 11.4 A fair use policy applies to the WEB-PORTAL Service supplied by T Comm. This means that the Customer is only allowed to make reasonable use of the WEB-PORTAL Service. 'Unreasonable' use in any case represents:
- Use for purposes other than indicated in the Agreement,
 - Use above a certain reasonable amount, which quantity is derived from average use by other similar Users,
 - Continuous or nearly continuous usage, by prolonged or frequently open connections.
- 11.5 In case of 'unreasonable' use, T Comm may impose conditions for use, charge additional costs or suspend or terminate the Agreement. T Comm will only proceed with charging additional charges once it has informed the Customer that the use had been flagged as 'unreasonable'. T Comm will give the Customer a reasonable time to reduce the usage. If the 'unreasonable' use nevertheless continues, T Comm reserves the right to suspend or terminate the Agreement. T Comm is not responsible for any resulting loss.
- 11.6 If possible, T Comm will notify the Customer in advance and in time of changes to the (technical) rules, conditions and procedures.
- 11.7 If the Customer suspects that a failure of one of its vehicles is caused by the Unit, the Customer must inform T Comm of this in good time. T Comm is not obliged to reimburse costs for repairs by third parties without the written consent of T Comm.
- 11.8 In the event that employees of T Comm perform work on-site at the Customer's location, the Customer shall provide the facilities reasonably required by those employees, free of charge. The Customer will indemnify T Comm against claims by third parties, including T Comm employees, for damage that these third parties may suffer in connection with the performance of the contract due to acts or omissions of the Customer or of unsafe situations in his organization.
- 11.9 If the Customer wishes to build a Unit in independently, it will do so only by a T Comm certified mechanic. Costs incurred by T Comm due to the incorrect installation of a Unit will be invoiced separately to the Customer.
- 11.10 The Customer shall inform T Comm of any changes to relevant customer data, in writing, as soon as possible.
- 11.11 The Customer is responsible for making an adequate security backup and archiving copies of his files. The Customer shall check its supplied data, as well as data collected by T Comm that are made available to them, monthly on correctness. T Comm keeps historical data available for a period of a maximum of 3 years.

12. User names and Passwords

- 12.1 T Comm will provide the Customer with one or more Access Codes. The Access Codes are personal and secret. The Customer takes reasonable measures to prevent unauthorized persons from gaining knowledge of its issued Access Codes. The Customer is responsible and liable for the use of its issued Access Code.
- 12.2 The Customer shall immediately inform T Comm verbally and then in writing after becoming aware of any kind of unauthorized access.
- 12.3 If T Comm knows or reasonably suspects that someone uses or attempts to use the Web Portal Service unauthorized through the Access Codes of another or otherwise, T Comm will immediately block access to the Web Portal Service. T Comm will inform the Customer as quickly as possible and in writing (including e-mail) of the unauthorized use and the block.
- 12.4 T Comm will provide the Customer with replacement Access Codes as soon as possible, but no later than 24 hours after blocking.
- 12.5 If the unauthorized use of Access Codes must be attributed to the Customer, the Customer shall refund T Comm for the actual technical and administrative costs related to the blocking and replacement costs and the actual costs incurred by the unauthorized use.

13. Installation

- 13.1 T Comm takes care of the installation of the Products in the Customer's vehicles, unless otherwise agreed between the
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parties, in writing.

- 13.2 If T Comm is responsible for the installation, the Customer shall provide any assistance and facilities to carry out the installation work which may reasonably be asked of him, free of charge.
- 13.3 The installation takes place at a place and time agreed between T Comm and the customer. The space for the installation work on site must be covered and draught free and must have a minimum temperature of 15 degrees Celsius.
- 13.4 In case of installation by T Comm, the Customer is considered to have approved the Products delivered by T Comm, respectively the system of which it forms part, after signing an installation report or if no installation report is signed, at the time of commissioning, without prejudice to his claims under warranty as specified in article 14.

14. SIM Cards

- 14.1 T Comm provides SIM cards to the Customer, which are integrated in the Unit. The Customer may only use the SIM cards (i) in conjunction with Units and (ii) to communicate data supported by T Comm between the Fleet and the T Comm platform.
- 14.2 The SIM cards delivered by T Comm remain T Comm's property. The Customer only acquires a right of use for the duration of the Agreement.
- 14.3 T Comm will deactivate the SIM cards upon receipt of a written cancellation notice as intended in art. 16.1, with effect from the date of termination. Without prejudice, the Customer remains liable for the use of the SIM cards up to the moment of the deactivation.
- 14.4 The Customer shall indemnify T Comm and all its affiliates against all claims by third parties (including claims for legal fees) arising out of or related to the use of the SIM card in violation of the Agreement.
- 14.5 If a Customer uses his own SIM cards, the management and subscription type shall be borne by the Customer. T Comm shall then not be liable for damage arising from management and use of this type of subscription.
- 14.6 If the Customer in choosing an own SIM card does not meet the specifications imposed by T Comm, T Comm shall not be liable for defects and any costs incurred by T Comm as a result shall be recovered from the Customer.

15. Transfer

- 15.1 T Comm provides Mobile Communication services for the transfer of Location information between the Units and the T Comm Platform. The Customer acknowledges and agrees that T Comm is dependent on the performance of third parties who deliver these services and therefore cannot guarantee:
 - I. That the Mobile Communication services are available permanently and everywhere within the Area (for example, through gaps in the network coverage and because these suppliers reserve the right to suspend their services for maintenance, for safety reasons, on the orders of authorized authorities etc.);
 - II. The speed with which the Location information is transferred.

16. Term, termination and cancellation

- 16.1 The Agreement is effective from the effective date and will expire after the initial term. After the initial term, the Agreement will automatically be renewed for a successive additional period of one (1) year each time, unless a Party informs the other Party in writing of its intention not to renew it, at least three (3) months prior to the date on which the Agreement would be extended.
- 16.2 Each Party may, without prejudice to its other rights which result from these terms, after written notice, terminate the Agreement with immediate effect if:
 - I. The other Party fail to comply with an actual or material term or provision of this, including in any case not (timely) complying with payment, and such failure or breach (if recovery is possible) is not rectified within twenty (20) calendar days after the written notice , specifying the breach and the required remedy to fix this, has been issued,
 - II. Any of the following events occurs: (a) the submission of a request for dissolution of the other Party; (b) If a trustee, receiver, administrator or similar Office is appointed for all or part of the assets or company of the other Party; (c) the other Party reached an agreement or made arrangements with its creditors in general or establishes a transfer for the benefit of its creditors or any other similar agreement; (d) the other Party is declared bankrupt; (e) the other Party is unable to pay its debts or is declared insolvent in some other way, or (f) the other Party ceases activity, or threatens to cease, or
 - III. A delay or non-delivery of performance under the Agreement takes place, resulting from a case of force majeure as defined in article 17, and which delay or non-delivery lasted for a period of at least three (3) months.
- 16.3 If an Agreement which by its nature and content do not end through fulfilment, is entered into for an indefinite period, each of the parties may end this after the initial term by written notice, subject to a notice period of 3 (three) months

after the end of the said initial period.

- 16.4 If the Customer cancels an order, T Comm has the right to claim compliance. If a request for installation of a Product is cancelled within 2 working days before the installation, the Customer must reimburse 100 percent of the rate. If an installation of a Product is delayed through the fault of the Customer, the Customer is obliged to refund all costs that T Comm has incurred as a result based on the T Comm applicable rates.
- 16.5 Return of delivered goods may only take place with T Comm's prior written consent, on conditions to be determined by T Comm.

17. Force majeure

- 17.1 Force majeure are circumstances which hinder the compliance of the Agreement and that are not due to the non-complying Party. In any case, force majeure include i) late or blocked deliveries by T Comm suppliers, ii) incomplete supplies by T Comm suppliers, and iii) not able to obtain all Products and/or (third party) Services that are necessary for the proper performance of the Contract by T Comm, caused by circumstances that cannot be reasonably attributed to T Comm.
- 17.2 During the period of force majeure, all the obligations of the defaulting Party are suspended. If the period in which a Party cannot meet its obligations due to force majeure lasts longer than 30 calendar days, a Party is entitled to dissolve the agreement in writing, without any obligation to pay damages resulting from this or related to it.
- 17.3 If, at the commencement of force majeure, T Comm has met part of its obligations or can only partly comply with its obligations, they shall be entitled to charge any activities prior to the beginning of the force majeure, and related costs, separately to the customer.

18. Complaints

- 18.1 The Customer must inspect the Products immediately after delivery. Complaints must reach T Comm within 14 working days after delivery, in writing, stating the nature of the complaints. Defects and/or malfunctions which could not reasonably be discovered within this period, must be reported to T Comm immediately after discovery and at the latest within the applicable warranty period, in accordance with article 15.2. The client shall keep the appropriate Products available for T Comm, so the merits of the complaint can be examined. The Customer is obliged to cooperate with an investigation by T Comm.
- 18.2 The complaint does not release the Customer from its payment obligations towards T Comm.
- 18.3 Complaints shall be assessed in the light of the guarantee provisions included in article 19. If T Comm in its exclusive assessment considers the complaint to be legitimate, T Comm is only obliged to (i) free removal of faults/defects or (ii) replacement of the Products, subject to T Comm's choice. For the replacement Products, that which is determined in the previous sentence applies likewise.

19. Guarantees and indemnification

- 19.1 T Comm guarantees for one year that the Products operate in accordance with the functional and technical specifications associated with the Product. The warranty period starts from the day of installation of a Product.
- 19.2 With repair and maintenance (after the warranty period mentioned in article 19.1 of one year), article 19.2 shall apply, on the understanding that the guarantee period will then be three months. By way of derogation from article 19.1, the guarantee that is given with repair and maintenance for free replacement of the defective part remains, and the remaining cost (including wages, travel and accommodation expenses) will be charged to the Customer.
- 19.3 The guarantee referred to in the previous paragraph includes the free of charge lifting of malfunctions and/or defects that directly result from manufacturing or material defects and that falls under one or more of the following conditions:
- The Product is used for the purpose for which it is manufactured in accordance with T Comm's directions for use and instructions;
 - The Product is installed in accordance with directions and instructions given by T Comm for that purpose;
 - There are no changes/additions made to the Product and there have been no repairs (or attempted repairs) without the prior written consent of T Comm;
 - Dedicated emergency repairs;
 - The Product is not transferred or built into another vehicle than the original;
 - The Customer has complied with the provisions of this guarantee and its other obligations to T Comm.
- 19.4 Not falling under the guarantee is repair or replacement of parts that are subject to wear, this at the discretion of T Comm.
- 19.5 Errors in the Software that does not impair their functionality are not repaired under the guarantee. A possible error in the Software will only be fixed if this is reproducible under obvious circumstances. This is at the discretion of T Comm.
- 19.6 Any faults/defects in the Products must be reported directly to T Comm on presentation of the invoice related to the supply of the Products.

- 19.7 The Customer shall indemnify T Comm and its affiliates against any loss, damages, fines, costs or expenses (including legal fees) arising from or related to third-party claims that state that (A) with the (content of the) data sent to or from the T Comm platform (i) applicable laws and rules were violated, (ii) the rights of these third parties are infringed on or (iii) otherwise unlawful actions took place or (B) the (content of the) Data acquired by the Customer from the T Comm platform, by means of an API-link or otherwise, are incorrect.

20. Retention of ownership, item manufacture and retention

- 20.1 All Products supplied by T Comm remain the property of T Comm until the Customer has fulfilled all obligations under the Agreement, including any owed interest and collection costs.
- 20.2 If the Customer (jointly) builds a new item from the goods supplied by T Comm, the Customer shall only build that item for T Comm and the Customer shall keep the new item for T Comm until the Customer has paid all sums due under the Agreement; in that case, T Comm has all rights as owner of the new item up to the moment of full payment by the Customer.
- 20.3 The Customer is not entitled to sell the items falling under the retention of ownership, or to pledge this or attach it in any other way. If external parties should seize the items supplied under retention of ownership or proceed to attach these, the Customer shall immediately inform T Comm thereof.
- 20.4 In case T Comm wishes to exercise its ownership rights mentioned in this article, the Customer now already gives its unconditional and irrevocable permission to T Comm or third parties to be appointed by T Comm to access all these places where the properties of T Comm are located and to take them back.

21. Liability

- 21.1 T Comm's total liability is limited to the lower of the following two amounts:
- I. With direct damage, up to an amount to the value of the net price (excluding VAT) under the relevant Agreement, received in the period of 12 months prior to the event giving rise to the damage; or
 - II. With damage of whatever nature, to the amount of the cover compensated for the relevant damage under the liability insurance taken out by T Comm, and only as far as the insurer actually compensates for the damage.
- 21.2 Any liability for indirect damages (loss of revenue and profit included) is excluded.
- 21.3 Furthermore, T Comm shall not be liable for:
- I. Damages of any nature whatsoever, because T Comm worked on incorrect and/or incomplete data provided by the Customer.
 - II. Damage caused because the Customer's data had been lost.
- 21.4 Condition for any right to compensation is always that the Customer informs T Comm of the damage in writing as soon as possible, but no later than 4 (four) weeks after the damage should reasonably have been detected by the Customer.
- 21.5 The customer shall indemnify T Comm against all claims from third parties for product liability as a result of a defect in a product or system that is delivered by the Customer to a third party and which is entirely or partly consisted of Products delivered by T Comm, except if and insofar as the Customer proves that the damage was caused by the Products.
- 21.6 The Customer shall indemnify T Comm against all claims of third parties, including the tax authorities, for damage resulting from the incorrect use of Products or Services supplied by T Comm.

22. Privacy and data protection

- 22.1 The Parties shall take all provisions of relevant laws and guidelines on the protection of data in consideration, for as far as violation of these provisions affects the interests of the other party and/or the relevant data. This includes the obligation of the Customer to sufficiently inform those involved of the processing of their personal data on the basis of his instructions, carried out by T Comm.
- 22.2 T Comm shall only collect, process and store personal data and location data to that extent which is necessary for the implementation of this Agreement and for the improvement of the WEB-PORTAL Service.
- 22.3 The Customer gives T Comm the order to collect, process, store and use location information for the purpose that was described in Paragraph 22.2, above.
- 22.4 Customer agrees that T Comm is competent to outsource the hosting of its data centres to third parties within the European Economic Area. T Comm guarantees that such third parties are legally obliged to uphold the relevant provisions of this Agreement and as "Data Processor", as laid down in the European Directive on Data Protection (95/46/EC), to their respective obligations under the provisions of laws on the protection of data.
- 22.5 The Customer can withdraw its consent to the collection, processing, storage and use of location information in accordance with this agreement at anytime. Such cancellation must be provided to T Comm in writing and will not affect this Agreement. Moreover, the obligations of the Customer (including payment obligations) under this Agreement will remain in place. The Customer acknowledges that, as a result of such termination, T Comm can no longer offer the WEB PORTAL Service.

- 22.6 T Comm will establish adequate technical and organisational measures in order to protect any personal information collected under the Agreement against unintentional and unlawful destruction and against accidental loss, unintentional modification, unauthorized disclosure or access, especially when processing implies that the data has to be sent over a network, as well as against all other unlawful forms of processing. In view of the extent to which new techniques are applied and the costs of implementation, these measures serve to provide a level of protection that is adequate for the risks which are formed by the processing and the nature of the data to be protected.
- 22.7 The parties recognise that they have agreed with the Customer that the Customer will respond to inquiries of persons concerned and on questions of public authorities and judicial bodies that pertain to the processing of personal data by T Comm. The client must have adequate processes to deal with such questions.

23. Miscellaneous stipulations

- 23.1 If the Agreement and associated Annex (annexes), or parts thereof are in conflict with these General Terms and Conditions, the text of the Agreement shall prevail.
- 23.2 The Customer shall not perform acts of which the Customer knows or reasonably suspect that this could hinder or may cause harm to the WEB PORTAL Service, T Comm or its affiliates.
- 23.3 None of the parties shall assign, transfer or make its rights and obligations arising from the Agreement available to third parties, either as a whole or in part, without the prior written consent of the other Party, except that T Comm may assign, outsource, or make its rights and obligations under the agreement available, either as a whole or in part, to its affiliates and a financial institution, without the prior consent of the customer.
- 23.4 Only Dutch law applies to all Agreements, offers and quotations to which these conditions apply. Applicability of the Vienna Sales Convention is expressly excluded.
- 23.5 All disputes arising from of or relating to an Agreement to which these General Terms and Conditions apply, shall be decided by the competent court in the District of The Hague.

Signature:

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