

GENERAL TERMS AND CONDITIONS OF USE

All contractual legal relationships between the limited liability company "Actia Telematics Services", whose registered office is located at B-5100 Naninne, Chaussée de Marche, 774 and whose company number is BE 0473.953.282, RPM Namur (hereinafter referred to as "the Solution Provider") and the Client (hereinafter referred to collectively as the "Parties"), are – unless they are expressly waived in writing by the Solution Provider - governed by these General Terms and Conditions.

Article 1. Definitions

Purchase Order

means the document, pursuant to which the Solution Provider will supply the Client, under the terms of a separate agreement, with the Telematics Service that can be used according to the special terms and conditions indicated on the Purchase Order.

Agreement

means the agreement between the Solution Provider and the Client, which can, depending on the case, take the form of an agreement, which requires immediate payment, such as the purchase/sale agreement or contracts involving sequential performance, such as the service, lease, exchange, supply agreement, etc. and includes these General Terms and Conditions.

Client

means the Client using the Solution (hereinafter referred to as the 'Telematics Service').

Effective Date

means the date, on which the Purchase Order is signed by the Client.

Fleet, Object

means the objects (vehicles, goods, etc.) monitored, tracked or traced by means of the Telematics Service.

Force Majeure

means any cause beyond the control of the affected party, which impacts on the fulfilment of the Agreement, including any prolonged interruption affecting transport, telecommunications or the power supply services.

General Terms and Conditions

means these general terms and conditions, which apply to the Telematics Service.

Initial Term

means the number of years or months indicated on the Purchase Order, with effect from:

- (i) the date, on which the Client receives the required user names and passwords in order to activate the Telematics Service; or
- (ii) two weeks after the Effective Date, depending which date comes first.

Location Data

means the data on the geographical location of the Fleet and other messages sent to or by the Fleet.

Mobile Communication Services

means the mobile electronic communication services used to transmit Location Data and other information

Collection Unit or Connected Box

means a telematics unit purchased or leased by the Client under a separate agreement or the Agreement, which can be installed by the Solution Provider and used to obtain data relating to objects, transmitted by satellite, and to send or receive such data and other messages by means of mobile communication services (either automatically according to a set procedure or by searching for information manually).

Price List

means the prices indicated on the Purchase Order.

Territory

means the territory specified on the Purchase Order.

Solution Provider

means the company, legal entity or natural person, which has proposed and signed the Purchase Order and the Agreement with the Client.

User

means a person authorised by the Client to access and use the Telematics Service.

Telematics Service Platform

means the computing system used to operate the Telematics Service.

Complete Solution

means

- the Collection Unit or Connected Box,
- the SIM card
- the Telematics Service
- installation of the above

Telematics Service

means the official service, which is organised and designed to enable the Client to monitor and control the Fleet or Objects, by displaying and facilitating the transmission of Location Data between the Telematics Service and Collection Units.

Telematics Service Website

means the website used by the Solution Provider.

Article 2. Scope of application

2.1. These General Terms and Conditions of the Telematics Service apply to the Agreement, of which they expressly form an integral part, and to all other agreements concluded subsequently between the Solution Provider and the Client that may, depending on the case, take the form of an agreement, which requires immediate payment, such as the purchase/sale agreement or contracts involving sequential performance, such as the service, lease, exchange, supply agreement, etc.

2.2. The application of the General Terms and Conditions of the Client is expressly excluded.

Article 3. Telematics Service

3.1. The Client is granted a non-exclusive and non-transferable right to use the Telematics Service.

3.2. The Client is authorised to use the Telematics Service for the specified number of Collection Units. Should the Client subsequently wish to increase the number of Collection Units, it must inform the Solution Provider and request an amendment to the Agreement.

3.3. The Client is responsible, with or without the assistance of the Solution Provider:

1. for equipping the Fleet with fully functional Collection Units and ensuring that the latter can be connected and are operational;
2. for ensuring that it has an up-to-date browser and Internet access to the Telematics Service with sufficient capacity;
3. for correctly configuring the Telematics Service.

The Solution Provider does not guarantee that the GPS system or Mobile Communication Services will continue to support the functionalities provided by the Telematics Service. The Solution Provider cannot guarantee that the Client will be able to use the Telematics Service for the intended purpose, as indicated in these General Terms and Conditions, if this use depends wholly or partly on circumstances, for which the Client is responsible, according to Article 3.3 or Article 5.1.

The Solution Provider reserves the right to modify the appearance and presentation of the Telematics Service website and how the Location Data is displayed.

Article 3b. Sale or leasing of the Collection Unit

Depending on the special terms and conditions of the Agreement or if the Client opts for a Complete Solution, the Client purchases or hires the Collection Unit. If it is hired, the Connected Box is only supplied without any transfer of ownership or with specific transfer conditions at the end of the contract or if the vehicle is decommissioned/sold before expiry of the lease agreement.

Rights derived from the product guarantee assume that the failure of the relevant product is not linked to the following circumstances:

- Normal wear and tear;
- Improper or incorrect installation (e.g. displacement of the product) or operation of the Collection Unit contrary to the instructions provided by the manufacturer or Solution Provider;
- Modifications to the Collection Unit or attempted repairs without the prior consent of the manufacturer;
- Damage linked to external circumstances, such as road accidents;
- Force Majeure or exceptional or extreme environmental conditions, such as floods, natural catastrophes, etc.
- Due to the fault of the Client or a third party.

Article 3b - Delivery

Unless otherwise stipulated, the Solution Provider will have fulfilled his delivery obligation when the ordered products and/or services are supplied to the Client and received on the basis of a receipt slip.

If the Solution Provider also agrees to deliver the ordered Collection Units to a location agreed between the parties, they will be transported at the risk and cost of the Client.

The delivery periods are provided solely for information and only binding for the Solution Provider in so far as it will endeavour to adhere to them as closely as possible.

Expiry of the indicated delivery period, if it is not due to bad faith or gross negligence on the part of the Solution Provider, shall not give rise, under any circumstances, to the right to reject or cancel the order, or compensation.

Article 3c - Complaints

The Collection Unit supplied by the Solution Provider must be inspected by the Client upon receipt. Any faults that are immediately visible must be reported by the Contracting Party on the delivery note within the period of forty-eight (48) hours in writing, failing which receipt will represent the unconditional agreement of the Client. Complaints relating the delivery or conformity of products shall not suspend the payment obligation of the Contracting Party. Risks incurred when sending the duly packaged return, for which the Client must pay, shall be incumbent on the latter.

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Complaints relating to the delivery or conformity of products shall not suspend the payment obligation of the Client.

Article 4. User names and passwords

4.1. The Solution Provider shall provide the Client with the necessary access data, such as account names, user names and passwords. For security reasons, the Client must change the passwords provided immediately when accessing the Telematics Service for the first time. The Client shall be obliged to keep its access data confidential.

4.2. The Client assumes sole responsibility for any use of the Telematics Service by a User who accesses the service by means of the Client's access data, even if the Client did not consent to or was unaware of such use, unless such use occurred three (3) working days after the Solution Provider received a written request from the Client to invalidate its access data.

Article 5. Transmission

5.1. Unless otherwise agreed, the Client is responsible for the transmission of Location Data between the Collection Units and the platform of the Solution Provider using the Mobile Communication Services and the Internet. The Client acknowledges and agrees that the services provided by the Solution Provider are dependent upon the performance of the third parties who provide these Mobile Communication and Internet Services and that, consequently, the Solution Provider cannot guarantee:

1. that the Mobile Communication Services will be available at all times and at every location within the Territory (for example, due to gaps in network coverage and the fact that these suppliers reserve the right to suspend their services for maintenance purposes, security reasons or at the request of the competent authorities, etc.
2. the speed, at which the Location Data will be transmitted.
3. The security of data stored by or on the Connected Box.

5.2. The Client indemnifies the Solution Provider and its affiliated companies against losses, damage, fines, costs or expenses (including legal expenses) resulting from claims of third parties or related to the latter, which arise due to the fact that the Telematics Service or Location Data (or its content) sent to or from the Telematics Service Platform violates the applicable laws and regulations, infringes the rights of said third parties or is, in any way, illegal in respect of these third parties. The Client shall release the Solution Provider and its affiliated companies from any liability in this respect.

Article 6. SIM cards

6.1. The Client is responsible for obtaining SIM cards for the Collection Units unless they are supplied by the Solution Provider as part of a Complete Solution.

6.2. The Client shall indemnify the Solution Provider and its affiliated companies against losses, damage, fines, costs or expenses (including legal expenses) resulting from claims from third parties or relating to the latter, in particular those from third party suppliers of Mobile Communication Services, according to which the use by the Client of SIM cards supplied by the Solution Provider does not comply with the agreement relating to the acquisition of the SIM cards. The Client shall release the Solution Provider and its affiliated companies from any liability in this respect.

6.3. The Client expressly agrees to refrain from using the SIM Cards for any purpose other than that linked to the Telematics Services and agrees to compensate, protect and hold the Solution Provider harmless against any damage due to the improper use of SIM Cards.

Article 7. Term of the Agreement

This Agreement is valid for the period indicated on the Purchase Order and/or in the Agreement.

Article 8. Fees and terms of payment

8.1. Fees and costs are payable by the Client to the Solution Provider on the basis of and according to the terms agreed on the Purchase Order and/or in the Agreement.

8.2. The Solution Provider reserves the right to suspend access to the Telematics Service and its use by the Client until all outstanding amounts (including interest and costs) have been paid. In this case, the costs of suspending and reactivating the service will be borne by the Client.

8.3. All payments by the Client shall be made without offsetting or withholding any amounts.

8.4 Invoices can only be validly contested within ten (10) calendar days of the invoice date, by registered letter accompanied by a detailed justification.

8.5 If payment is delayed, interest will be payable at the rate of one per cent (1%) per month and, as of right and without a reminder, with effect from the invoice due date. Otherwise, as of right and without a reminder, fixed compensation amounting to 10% of the principal amount due will be payable subject to a minimum of 50.00 €, without prejudice to the right of the Solution Provider to provide evidence of greater damage.

8.6. If an invoice remains unpaid after it becomes due, all invoices that are not yet due in the name of the same Client shall immediately become payable as of right.

8.7. The Charges agreed between the Solution Provider and the Client depend on the current prices of electronic components, data centres, telecommunications, rents, social charges, transport prices, taxes, power, etc. on the date when the offer is presented by the Solution Provider.

8.8. On each anniversary date of the contract, the charges are indexed annually and as of right, based on the applicable consumer price index on 1 January of each year.

8.9. Without prejudice to Article 8.8, the Solution Provider can, at any time and subject to prior written notification of the Client 30 days before the adjustment, modify the prices for Charges in consideration of the provisions and elements listed in Article 8.7.

Article 9. Liability

9.1. Subject to Article 9.3, in all cases—within the contractual or criminal context (including negligence), or in the event of misrepresentation (other than fraudulent misrepresentation), failure to fulfil a legal or other obligation pursuant to the Agreement—the Solution Provider cannot be held liable for loss of profits, anticipated savings, earnings, business, loss or corruption of data, loss of use or of clients, losses due to delays or any indirect or consequential damage whatsoever. The Solution Provider is not, under any circumstances, responsible and cannot, under any circumstances, be held responsible for any type of losses, damage, including those of the Client in the event of theft, damage to the Fleet, Objects and/or persons and/or equipment present on board the Fleet, accident, or malfunction of the vehicle, responsibilities, complaints and expenses (including, but without being limited to legal, defence and cancellation expenses), whether direct, indirect or consecutive, arising from or linked to installation of the Connected Box or Collection Unit or use of the Telematics Services, regardless of the cause, arising from the Agreement, illegality (including negligence), regulations or other causes. The Solution Provider shall not be responsible for any loss or damage whatsoever (even if it is foreseeable) arising from or linked to use of the Telematics Services or inability to use the Services, or the use or dependence of the said Services on external technologies, so that: - the Solution Provider cannot be held responsible for the malfunction of Collection Units, Services, monitoring system failures and/or a reduction in the quality, completeness and accuracy of the data transmitted by the system monitoring, if the above are due to: - providers, such as (non-exhaustive list) GSM-GPRS networks, 2G, 3G, 4G, 5G and electronic mobile networks), satellite signals and the Internet;- improper use of the tracking system by the Client;- faults resulting from the improper installation and/or configuration of the tracking system, if the tracking system was installed by the client;- defective equipment, on which the tracking system was implemented; The Solution Provider is not responsible for faults that are due to external influences, such as but not limited to: legal or administrative rulings, weather conditions, fire, natural catastrophes or influences caused by negligence, human error or force majeure.

9.2. Subject to Article 9.1. and Article 9.3., the cumulative liability of the Solution Provider, whether within the contractual or criminal context (including, in all cases, negligence), or in the event of misrepresentation (other than fraudulent misrepresentation) or failure to fulfil a legal or other obligation pursuant to the Agreement, will be limited to the net price (excluding taxes) paid by the Client for the Telematics Service during the six (6) months prior to the month when the loss or damage occurred or, if a period of six months has not elapsed, for the period corresponding to that, which has elapsed since the Effective Date of the applicable Agreement and, in all cases, the part of the order, for which it is responsible. If the damage is covered by insurance, the liability of the Solution Provider will be limited, however, to the total amount actually paid by its insurer.

9.3. No provision in the Agreement may be deemed to exclude the liability of the Solution Provider as regards:

- Losses or damage caused by the wilful intent or gross negligence of the Solution Provider or its executives, employees or authorised representatives; or,
- Injury or death of persons caused by the Solution Provider or one of its executives, employees or authorised representatives.

9.4. The Solution Provider must be informed of any claim for loss or damage within a period of one (1) month with effect from the date, on which the damage was caused; otherwise the claim will be deemed to have been waived.

9.5. Insofar as the law permits, all guarantees, conditions or other clauses that are implicit in the eyes of the law but not expressly stated in this Agreement, are excluded from the Agreement. 9.6. The information provided on the Telematics Service website does not engage the responsibility of the Solution Provider. Although the Solution Provider attaches great importance to the information provided to the Customer and has endeavoured to ensure that it is as up-to-date, precise, complete and correct as possible, it cannot guarantee the complete absence of errors. The Solution Provider cannot be held liable for any damage and harm that may result from errors, defects or omissions in the information provided to the Client. However, the Solution Provider undertakes to make any necessary corrections that are reported to it.

The services provided through the "Worktime" applications include references or links to information from other organisations, associations or companies. The

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Solution Provider cannot in any way guarantee its relevance, timeliness or accuracy, and declines all responsibility in this regard; therefore, the Solution Provider cannot be held liable for any damage and prejudices that may result from their usage.

Article 10. Force Majeure

If a party is prevented from or delayed in the fulfilment of one of its obligations pursuant to the Agreement due to a case of Force Majeure, it will be released from the fulfilment or punctual fulfilment, as the case may be, of its obligations, for as long as the case of Force Majeure continues and the party undertakes to do its utmost to resolve or circumvent the case of Force Majeure in order to meet its obligations pursuant to the Agreement.

Article 11. Data protection

11.1. Each of the Parties shall comply with all the applicable legislative and statutory provisions relating to the protection of personal data. Each of the Parties shall indemnify the other party against all claims resulting from the failure by the party providing the guarantee to comply with the aforementioned provisions or relating to the latter.

11.2. The Solution Provider is free to collect, process, store and use personal data in order to enable the Client to use the Telematics Service or for invoicing purposes. The Client agrees that the Solution Provider will make data available to third parties, on which the Solution Provider relies or that it uses in order to provide the Telematics Service.

11.3. The Client agrees to the collection, processing, storage and use of its Location Data by the Solution Provider. The Client shall inform its employees, relations and all persons equipped with Collection Units and connected to the Telematics Service of the type of data that will be processed, the purpose and the duration of processing and whether the data will be transmitted to third parties in order to provide the Telematics Service. In addition, the Client shall inform its employees, relations and other individuals of their rights relating to the processed data.

11.4. The Client guarantees that it has the valid authorisation of its employees, relations and all individuals who use or may use a vehicle equipped with Collection Units connected to the Telematics Service, according to the law in force in the relevant country:

- In order to transmit the personal data, more specifically Location Data, to the Solution Provider;
- The Client also guarantees that it will explicitly instruct the Solution Provider to provide the Telematics Service by processing and storing this data; and
- The Client authorises the Solution Provider to transmit said data to third parties, on whom the Service Provider relies in order to provide the Telematics Service.

Upon request, the Client shall provide the relevant authorisation or an *ad hoc* operating agreement to the Solution Provider.

11.5. The Client may withdraw its consent to the collection, processing, storage and use of its Location Data at any time. Any such withdrawal must be presented to the Solution Provider in writing and shall not affect the Agreement and, in particular, the Client's payment obligations pursuant to the Agreement, which shall remain unchanged. The Client expressly acknowledges that, further to such withdrawal, the Solution Provider may no longer be able to provide the Telematics Service.

Article 12. – Intellectual property

12.1. The Client shall not at any time acquire any rights to the Telematics Service due to any use of the latter pursuant to the Agreement.

12.2. At no time shall the Client claim that any intellectual property rights have been granted to it or help any other party whatsoever to make such claims and shall do nothing that may compromise or limit intellectual property rights to the Telematics Service or the value of intellectual property rights relating to the latter.

12.3. The Client and the User shall: (i) refrain from causing or allowing any third party to cause damage to the intellectual property rights of the Solution Provider (ii) refrain from using, in any manner, commercial brands on or in relation to the products or services; (iii) ensure that all references to and the use of all brands are approved by the Solution Provider; (iv) compensate the Solution Provider for any loss suffered due to the abusive use of intellectual property rights of the Solution Provider.

If this article is violated, the Solution Provider may terminate this Agreement and claim compensation in order to cover any prejudice suffered by the latter or its partners.

Article 13. Developments

13.1. The Telematics Service is a 'Software as a Service', which means that the product is the same for every client and is developed according to a roadmap.

13.2. Developments are inspired by suggestions posted by the community of users.

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Article 14. Service Level Agreement

The Solution Provider guarantees over 99% availability for the Telematics Service on an annual basis.

No guarantee is provided regarding the quality, completeness and accuracy of data transmitted by the telematics system, as the solution is complex and depends on other parties (telecommunications operators, SIM cards, devices, Collection Units).

Article 15. Term and Termination

15.1. The Agreement commences on the Effective Date and will come to an end upon expiry of the Initial Term or according to any other stipulation specified in the Purchase Order.

15.2. An Agreement can only be terminated prematurely by the Client and/or the Solution Provider subject to the payment of cancellation fees, as defined in the special terms and conditions. Notification of termination must be sent by registered letter at least 60 calendar days before the agreement expiry date.

15.3. In the event of the immediate termination of agreements, the Client, without prejudice to what is stated in Article 15.2, must pay to the Solution Provider compensation equal to 50% of the unpaid amount for the remaining duration of the applicable agreement.

15.4. Termination of the agreement by the Client shall not, under any circumstances, give rise to the right to be reimbursed for any amounts already paid.

Article 16. Miscellaneous provisions

16.1. Neither of the parties is authorised to assign, subcontract, transfer or dispose of all or part of its rights and obligations pursuant to the Agreement to any one of its non-affiliated companies without the prior consent of the other party.

16.2. The illegality, invalidity or non-enforceability of one of the provisions of the Agreement or Purchase Order shall not affect the legality, validity or enforceability of the remainder of the Agreement, article or paragraph containing the relevant provision or any other provisions. In such cases, the parties shall endeavour to reach an agreement concerning legal and reasonable adjustments to the Agreement, which may be necessary in order, as far as possible, to achieve effects similar to those that would have been achieved by the article or the relevant part of the article.

16.3. In order to be valid or binding, any amendment to the Agreement or Purchase Order must be made in writing.

16.4. The Solution Provider reserves the right to modify these General Terms and Conditions. These modifications shall take effect on the date, on which the Client is informed of them.

16.5. The competent court at the location where the Solution Provider is established has exclusive jurisdiction to hear any disputes arising from the Agreement in the first instance. The Agreement is governed by the laws of the country, in which the Solution Provider is established.