

1. Definitions**Suivo Products**

term that refers to the range of products and services offered by SUIVO NV, including but not limited to: Suivo Hardware, Suivo Support, Suivo Software, Suivo Licences, Suivo Price List, Suivo Documentation, Suivo Manual, Installation, Field Intervention, Suivo Subscription, RMA, etc.

Suivo Hardware

Any hardware and hardware accessories mentioned in the quotation and/or the Suivo price list and comprising (singular or compiled) one or more of the following items:

- Suivo Install Unit (including cabling and antennas)
- Suivo Mobile Unit (including charger module and possible antennas)
- Suivo PNDs (including cables and mounting materials)
- Suivo Immobiliser
- etc.

Suivo Software

Any software mentioned in the quotation and/or the Suivo price list. This comprises, among others:

- Suivo PDA Software ("Suivo Apps")
- Suivo Online Web Application
- Suivo Support Application

Suivo Standard Operating Procedures ("SOP")

Manual describing the standard working method of SUIVO NV, as amended from time to time, containing a non-exhaustive overview of Suivo operations services, as well as the scope, conditions and modalities of the helpdesk, after sales/technical service, roll-out, installations and interventions. The Suivo Standard Operating Procedures are attached to these General Terms & Conditions and form one integral whole with this Agreement. The Customer acknowledges and explicitly agrees that the most recent version of the SOP can always be consulted via the login at www.suivo.com.

Products of Third-Party Suppliers

The products (hardware and/or software) of Third-Party Suppliers that SUIVO NV includes in its range, price list and/or quotation, including but not limited to Garmin(s), Viloc products, Samsung products etc.

Third-Party Suppliers

Third parties, more specifically, SUIVO partners, producers and/or suppliers of hardware and/or software that SUIVO NV includes in its range, price list and/or quotation including but not limited to Garmin(s), Viloc products, Samsung products, Google Cloud etc.

Products

Suivo Products and/or Products of Third-Party Suppliers.

Installation

The initial installation and/or activation of Products and/or hardware of Third-Party Suppliers.

Field Intervention

Any check, adjustment, repair, and/or extension of an installation and/or any replacement of the Suivo Hardware and/or hardware of Third-Party Suppliers.

GPRS SIM Card

The SIM card containing GPRS functionality that is built into certain Suivo Hardware and/or hardware of Third-Party Suppliers.

Suivo Subscription

All services entered into for a given period, in particular the entire Suivo Online Web Application (including Suivo Support) and the GPRS Subscription.

Suivo Online Web Application

All functionalities available in the Suivo online application (via www.suivo.com), secured with a personalised user name and password.

RMA Procedure

RMA (Return Merchandise Authorization): the procedure to have defective Suivo Hardware and/or hardware of Third-Party Suppliers repaired, replaced or exchanged.

General (License) Terms & Conditions of Third-Party Suppliers

The General (License) Terms & Conditions relating to third-Party software and/or hardware, such as these are changed from time to time, including but not limited to the General (License) Terms & Conditions of Third-Parties on PDAs and PNDs. An overview of the current applicable General (License) Terms & Conditions of Third-Party Suppliers shall be attached to these General Terms &

Conditions and shall form one integral part of this Agreement.

SUIVO NV

SUIVO NV, with its registered office at Prins Boudewijnlaan 41, 2650 Edegem and registered in the register of legal entities in Antwerp (Antwerp department) under number (BTW BE) 0820.531.116.

Customer

The Customer as specified in the purchase order.

Party/Parties

The Customer and/or Suivo NV.

Personal Data

"Personal Data", "Controller", "Processing", "Processor" take the same meanings as in the Regulation (EU) 2016/679 and the Directive 2002/58/EC, and any regulation or legislation that amends or replaces them (hereafter referred to as "Data Protection Legislation")

2. Applicability

These General Terms & Conditions and any General (License) Terms & Conditions of Third-Party Suppliers are applicable to all your orders.

All our agreements with our Customers are deemed to have been entered into under these General Terms & Conditions and any General (License) Terms & Conditions of Third-Party Suppliers that form an integral part of this Agreement. As a result of opening the packaging of the Products of Third-Party Suppliers, and/or installing, downloading or making use of the Products of Third-Party Suppliers, the Customer accepts and takes notice of the General Terms & Conditions below as well as any General (License) Terms & Conditions of Third-Party Suppliers.

These General Terms & Conditions and (software) licences integrally form part of our quotations and confirmations.

These terms & conditions contain the complete text of the rights and obligations between Parties with respect to the purchase of Suivo Products and substitute any prior agreements, General Terms & Conditions and proposals, commitments - both orally and in writing - concerning the same subject. Any applicability of the Customer's Terms & Conditions of Purchase or any other Terms & Conditions are explicitly rejected, even if these Terms & Conditions state otherwise. SUIVO NV shall never, tacitly or implicitly, accept the

Terms & Conditions of the Customer under any circumstances whatsoever. The legal relationship between SUIVO NV and the Customer is governed by these General Terms & Conditions, the quotation, the purchase order, the invoices, the Suivo Standard Operating Procedures and by any applicable General (License) Terms & Conditions of Third-Party Suppliers (hereinafter collectively referred to as 'the Agreement'). The Agreement supersedes and replaces any written or oral agreements, proposals and commitments that relate to the same subject and which precede the date of this Agreement.

In the event of any conflict between the present General Terms & Conditions, the Suivo Standard Operating Procedures, the non-standard Terms & Conditions and the General (License) Terms & Conditions of Third-Party Suppliers, the following hierarchy will be observed:

1. Non-standard Terms & Conditions;
2. General (License) Terms & Conditions of Third Party Suppliers;
3. These General Terms & Conditions;
4. Suivo Standard Operating Procedures.

Should SUIVO NV not apply a provision of these General Terms & Conditions, or should it renounce its rights at some point, this will never be understood to mean that SUIVO NV wishes to generally refrain from applying these General Terms & Conditions and/or generally waive its rights under these General Terms & Conditions respectively.

3. Orders

The order placed by the Customer shall only lead to a purchase agreement under the Terms & Conditions set out in this Agreement. SUIVO NV retains ownership of the supplied Suivo Hardware and/or hardware of Third-Party Suppliers until the Customer has paid the invoice in full.

SUIVO NV reserves the right to fully or partially reject any orders or to apply a maximum order value.

Any orders placed are subject to stock availability. The Customer himself is responsible for proper selection of the Products and that said products meet the Customer's requirements and expected use. The person who places the order on behalf of the Customer will have the authority to enter into agreements on behalf of the Customer's company.

By placing an order, the Customer also accepts any price elements indicated in the price list. The Customer can request the price list or find it in the quotation.

4. Price – invoice – payment

The prices in the Suivo price list are

exclusive of VAT. Transportation and handling fees (if applicable) are added to the price mentioned in the Suivo price list. Any taxes and government charges arising from the order, if any, are borne by the Customer. The prices are subject to price changes at any time due to, for example, price changes by Third-Party Suppliers. The prices can be changed accordingly during the term of the Agreement.

Any other charges, costs and taxes arising from these General Terms & Conditions or its implementation are borne by the Customer. Any judicial and extrajudicial costs incurred by SUIVO NV in order to collect any amount(s) due will be borne by the Customer.

The invoicing schedule is as follows:

- Hardware, Licenses and Accessories: upon placement of the order
 - o This invoice always includes all ordered Suivo Hardware and/or hardware of Third-Party Suppliers and/or Suivo Licenses and Accessories, regardless of their planned delivery and/or installation date.
 - o SUIVO NV reserves the right to deliver after receipt of payment of this invoice.
- Installation & Subscriptions:
 - o Either after installation and/or delivery of the Suivo Software and/or software of Third-Party Suppliers to the installer and/or the Customer
 - o At the latest one (1) month after placement of the order

All SUIVO NV's invoices are payable within thirty (30) calendar days of the invoice date without any discounts. The absence of a written protest regarding an invoice within eight (8) business days from the date of the invoice being sent constitutes irrevocable acceptance of the invoice and the services/Products described within it.

After expiry of the payment period, the Customer is automatically in default without any prior notice being required. As from the expiry of the payment period, a conventional late payment interest equalling the interest rate as defined in Article 5 of the Belgian Act on payment arrears (Act 2.08.2002, Belgian Official Gazette 7.08.2002) is due, increased by 3%. This interest is calculated from the deadline for payment of the invoice up until the date of full payment. In addition,

in such a case, a fixed administration fee of €75 will be charged. An unpaid amount is also subject to a lump sum indemnification that amounts to 15%. Judicial collection charges are not included in this penalty clause.

SUIVO NV has the right to claim additional compensation for judicial collection charges, including but not limited to reasonable attorney's fees. SUIVO NV reserves the right to claim higher damages, subject to proof of the cost of the actual damage being higher.

Subscription prices are adjusted annually by SUIVO NV on the anniversary of the Agreement in accordance with the following formula:

$$\text{New price} = \text{Basis price} * (0.2 + 0.8 * \frac{\text{New Index}}{\text{Initial index}})$$

Basis price: price at the start of the Agreement;

Initial index: the Agoria-published "national average reference wage cost" index from the month preceding the signing of the Agreement;

New index: the Agoria-published "national average reference wage cost" index from the month preceding the anniversary of the Agreement.

The Customer is not entitled to settlement or suspension of payment.

If the Customer's creditworthiness so dictates, SUIVO NV may, even after the signing of the Agreement, require the Customer to provide some form of security as requested by SUIVO NV for the payment of the services and Products yet to be provided, and SUIVO NV may suspend performance as long as this security has not been provided.

Should the Non-standard Terms & Conditions between the Parties state that the Customer's affiliates or any third parties designated by the Customer may have recourse to the software and hardware delivered, the Customer, together with his affiliate or designated third party, shall then remain jointly and severally liable for the payment obligations as well as for any other obligations that arise from the General and Non-standard Terms & Conditions.

5. Duration - termination of the Suivo Subscription

The Suivo Subscription begins in the month of delivery and/or installation and/or activation of the Products and will be entered into for a period of five (5) years. After that, it is tacitly renewed for

successive periods of one (1) year, subject to the right of each Party to oppose this extension by sending a registered letter three (3) months prior to the end of the current Agreement at the latest.

The Customer shall indemnify SUIVO NV against any damage, claims and liability arising from improper use of the Suivo Products by the Customer.

Without prejudice to its right to compensation, SUIVO NV may, at its discretion, suspend implementation of the Agreement (including Suivo Subscription(s)), or the Agreement (including Suivo Subscription (s)) legally, without notice of default and with immediate effect by the mere sending of a registered letter:

- in the event of non-payment by the Customer on a single due date or non-compliance by the Customer with any other contractual obligation;
- if the Customer does not comply with its obligations regarding the user rights of the Suivo Subscription;
- in the event that the Customer has requested deferment of payment, is under bankruptcy proceedings or a suspension of payment procedure, is in an unstable credit position or is manifestly insolvent;
- in the event of dissolution and/or liquidation of the Customer's company;
- should any or all of the Customer's assets be under foreclosure and/or impounded at the request of a creditor or in the event of other executive or protective measures with respect to the Customer's assets;
- in the event of proof or serious suspicions of fraud committed by the Customer;
- in the event the Customer refuses to provide the information requested or in the event the Customer has provided incorrect and/or false information.

The option to terminate the Agreement as described in Article 1794 of the Belgian Civil Code does not apply.

The Customer shall reimburse SUIVO NV for all Products delivered and/or services implemented at the time of the termination of the Agreement.

The suspension/termination of the Agreement comes into effect from the date of the postmark of the registered letter giving notice of the suspension/termination.

6. Delivery and loss risk

Delivery periods are indicative and provided for informational purposes only. Late delivery cannot give rise to compensation, refusal to accept the Products or cancellation of the order.

Delivery of the Products takes place at the headquarters of SUIVO NV, at the express request of the Customer and against payment, SUIVO NV can organise transportation for the Customer to a location in Belgium indicated by the latter. The Products are retrieved from the address of SUIVO NV or delivered, against payment, to the address and/or registered office of the Customer as indicated by the latter in the order. Products are shipped at the risk of the (END)CUSTOMER at all times.

Should several Products be ordered, SUIVO NV reserves the right to deliver or activate each of these Products separately. Should the Customer refuse or fail to accept the Product, SUIVO NV reserves the right to pass on the reasonable costs of storing the Products to the Customer until delivery is possible.

The Products are sold "as is". The Customer knows the Products and has found them to be in good condition - both with regard to the technical components and the casing - without any damage or traces of incidents. Any damage or defects must be indisputably established in writing within seven (7) calendar days after delivery.

As from the delivery date, the Customer will bear any risks and liabilities associated with the possession, use and storage of the Products.

The Customer is liable for material and physical damage suffered by third parties, the Customer, or the Customer's own personnel caused by the use of the material.

7. Installations/Field Interventions

Arrangements concerning installation (such as date, location and quantity) of the Suivo Hardware and/or hardware of Third-Party Suppliers are determined either by email or by letter in mutual consultation after the purchase order between the Parties has been signed. The workspace and facilities made available by the Customer must meet the legal requirements. The scope of application, Terms & Conditions, and modalities with regard to Installations and (Field) Interventions are extensively explained in the Suivo Standard Operating Procedures.

Should installation not be carried out in accordance with the arrangements in place, SUIVO NV can unilaterally decide to:

- set a new date as per SUIVO NV's schedule should the Customer cancel installation up to 48 hours prior to the date set out in the purchase order.
- Charge a fixed amount of 30% of the installation costs should the Customer cancel installation during

a period of 48 hours up to the date of installation as agreed in the purchase order.

- Charge a fixed amount of 60% of the installation costs should the Customer cancel installation on the date agreed in the purchase order. Non-appearance at the time specified in the purchase order (*i.e.* no show) is considered equivalent to cancellation as described under this item.

Should waiting times occur due to the absence of one or more of the scheduled vehicles on the day of the planned installation, the Customer is to pay a lump sum fee for compensation of €50 per hour per technician as a tide-over allowance. Should the waiting time be more than two (2) hours, SUIVO NV can unilaterally decide to return at a later time. The calculation of the cost for such a return is based upon the unit prices per placement as indicated in the price list.

Except in case of repair of an installation error under warranty, any field intervention costs are to be borne by the Customer.

For instance: when a field intervention concerns replacement of faulty hardware under warranty, the hardware will then be replaced free of charge; however, the field intervention costs are to be borne by the Customer.

The installation of Suivo equipment constitutes transfer of the risks.

8. Ownership

SUIVO NV retains ownership of all Products (to be) delivered until the purchase price for all these Products has been paid in full.

The Customer assumes ownership of the Suivo Hardware and/or hardware of Third-Party Suppliers at the time complete payment has been received, except with respect to possible licensor

rights that could rest upon this Product.

After payment of the invoice, and in order to use the Suivo Software and/or software of Third-Party Suppliers, the Customer acquires user rights as described in Article 9 of these General Terms & Conditions for a term that equals the duration of the Suivo Subscription that has been entered into, as described in Article 5 of these General Terms & Conditions.

Moreover, SUIVO NV may cancel the sale by means of a registered letter addressed to the Customer should payment not have been received within ten (10) calendar days from the dispatch of said registered letter. In this case, the Customer, notwithstanding the interest

mentioned above, owes SUIVO NV a fee equivalent to 25% of the agreed purchase price.

Should the Customer fail to meet its payments, SUIVO NV reserves the right to disconnect access to the Suivo Software and/or software of Third-Party Suppliers until payment has been received. Temporary disconnection of the Suivo Software and/or software of Third-Party Suppliers does not grant the Customer the right to terminate the Agreement and/or to cease (further) payments.

To the extent necessary, the Customer undertakes to indemnify SUIVO NV and hold it harmless against any reimbursements, losses, liabilities, damages, costs or expenditures that SUIVO NV may suffer or incur as a result of a breach of these General Terms & Conditions and/or the General (License) Terms & Conditions of Third-Party Suppliers and the amounts receivable from them.

Copyright and other intellectual, industrial and/or proprietary rights pertaining to the Product and to any copies that may be made are owned by SUIVO NV and/or Third-Party Suppliers of the Product and/or their suppliers. The Third-Party Suppliers and SUIVO NV only allow you to use the Product in accordance with these General Terms & Conditions and the General (License) Terms & Conditions. Any rights that are not specifically granted in these General Terms and Conditions and General (License) Terms & Conditions of Third-Party Suppliers are reserved for SUIVO NV and/or its Third-Party Suppliers. The product manual(s) or written materials may be copied for personal use only. You are not allowed to copy or reproduce the Product for any other purpose.

The Customer is not permitted to remove or alter any statement concerning the confidential nature, copyright, trademark, trade name or any intellectual or industrial property right from the software, websites, databases, equipment or materials.

The Customer acknowledges and agrees to the fact that development of the Products has cost a substantial amount of money and time and that these Products are confidential for, and a trade secret of, SUIVO NV and/or Third-Party Suppliers and/or third parties. The Customer commits to keeping the Products absolutely confidential, to not disclose the Products to third parties and to prevent access being gained to them.

9. User rights

SUIVO NV and/or the Third-Party Suppliers grant the Customer user rights for the Suivo Software and/or software of Third-Party Suppliers. These user rights are non-exclusive and cannot be transferred or sub-licensed.

The user rights comprise the use of the Suivo Software and the use of the Suivo Online Web Application and/or software of Third-Party Suppliers, with due observance of the features and specificities of the Suivo Software and/or software of Third-Party Suppliers. In any event, the Suivo Software, Suivo Online Web Application and/or software of Third-Party Suppliers may only be used for internal purposes.

Any rights not expressly granted to the Customer under this article continue to be reserved for SUIVO NV and/or Third-Party Suppliers. The Customer's user rights do not constitute, for example:

- the right to translate, modify, edit or otherwise alter the Suivo Software and/or software of Third-Party Suppliers and to reproduce such results;
- the right to make the Suivo Software, the Suivo Online Web Application and/or software of Third-Party Suppliers available to other third parties;
- the right to commercialise the Suivo Software and/or software of Third-Party Suppliers.

The Customer indemnifies SUIVO NV against any damage, claims and liability arising from a breach of these user rights. The General Terms & Conditions and modalities related to the user rights described in the relevant General (License) Terms & Conditions of these Third-Party Suppliers are fully applicable to the Software of Third-Party Suppliers.

10. Liability

The liability SUIVO NV may incur for the delivery of both the Products and services stems from a best-effort obligation, which will have to be thoroughly demonstrated by the Customer.

SUIVO NV is not liable for any damage caused by the use of the Product purchased by the Customer, or for any damage caused by the Customer's non-compliance with these General Terms & Conditions, Non-standard Terms & Conditions and/or the General (License) Terms & Conditions of Third-Party Suppliers. The Customer undertakes to indemnify SUIVO NV and hold it harmless against any reimbursements, losses, liabilities, damages, costs or expenditures that SUIVO NV may suffer or incur as a result of the use of the Product and/or the Customer's non-compliance with the conditions set forth above as well as against claims and settlements with third parties ensuing from the same.

Except for mandatory legislative provisions, SUIVO NV will only be bound to repair the direct damage caused by them as a result of their interventions

connected to the current Agreement for the delivery of both the Products and services limited up to a maximum of 20% (excluding VAT) of the annual value of the Customer's order, regardless of whether the claim is imposed on a contractual or a non-contractual basis. Moreover, if the Agreement has been spread over several years, SUIVO NV will only be obliged to pay a maximum of 20% of the value (excluding VAT) of the year in which the damage occurred.

The Customer must inform SUIVO NV in writing of any event that may call upon the latter's liability or of any disadvantage the Customer suffers within the shortest time possible and at the latest within fifteen (15) calendar days from the occurrence of this event or disadvantage, or at least to be counted from the moment the Customer becomes aware of said occurrence. This is in order to enable SUIVO NV to determine the origin and causes of the damage within a reasonable period. In the event of failure to comply with the written notification, SUIVO NV reserves the right to refuse any compensation and SUIVO NV cannot be held liable.

The following is excluded from liability:

- reimbursement by SUIVO NV of any indirect or consequential damage, including but not limited to financial or commercial losses, loss of profit, increase in overheads, disruption of planning, loss of anticipated profits, loss of capital, loss of customers, damage due to lost business, lost opportunities/savings, a reduction in goodwill, loss of data, loss of advantages, damage to and loss of files, etc. resulting from the implementation of this Agreement;
- damage to third parties who cannot use the equipment or access the data
- damage caused by error and/or negligence by the Customer;
- damage caused by unavailability/interruption of the GPS signal, the GPRS network and/or a faulty SIM Card
- damage caused by temporary unavailability/interruption of the Products
- damage caused by loss of data
- reimbursement of any direct and indirect damage caused by the use of (i) the delivered Product itself

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and/or the result of the services;

- reimbursement of damage caused, in whole or in part, by software or hardware delivered or manufactured by third parties, or by

any other element within the Customer's company or integrated into the Customer's company after the entry into force of the Agreement;

- any claims brought against the Customer by third parties;
- social upheaval, strikes, force majeure, acts of a third party or any other circumstances beyond its control.
- SUIVO NV is also not liable for any damage caused by a defect in the Products caused, in part, by the Customer or a person for whom the Customer is responsible.

Notwithstanding the foregoing, only the Customer is liable for proper management and use of the SIM Card located in the Products and is responsible for the use of this SIM Card. The cost for improper use of the SIM Card is borne by the Customer.

The Customer bears the responsibility at all times for its existing infrastructure (including but not limited to: hardware, software, websites, databases, monitoring and security procedures, adequate system management, etc.) and the proper functionality and safety of all its working materials. Only the Customer is responsible for setting up procedures that allow the reconstruction of lost or modified files, data or programs at any time, regardless of the cause of the loss or modification. The Customer must be able to dispose of the necessary back-up copies of its computer programs, files and data on a daily basis. In the event of loss of data, SUIVO NV can only be held liable for the data lost between the time of the last daily back-up and the time of establishment of the proven defect in the software delivered.

In the event the delivered Products are used for further development or commercialisation, the Customer will hold SUIVO NV harmless against any third-party damage claims, even if it were established that said damage originated from the services and developments supplied by SUIVO NV.

SUIVO NV is not liable for any claims for infringement of intellectual property rights based upon:

- (i) use of a modified or outdated version of (part of) the developments if the infringement could have been prevented by making use of the unmodified or final version which SUIVO NV has made available; or
- (ii) information, design, specifications, instructions, software, data or other materials that were not developed by SUIVO NV.

The limitations on liability under this article apply to both the supply of Products and services and will continue to apply in the event that SUIVO NV was informed about the existence of a real risk of damage by the Customer. The Parties acknowledge this constitutes a reasonable spread of risk.

11. Warranty

The Suivo Software is delivered "as is", in its current state and with possible errors present. The Customer acknowledges that (calculation) errors in the previously described software are possible at any time, influenced by, among others, local conditions and/or incomplete data or data that the previously described software has not taken into account.

Except for mandatory legislative provisions (and except for the warranty conditions stipulated in General (License) Terms & Conditions of Third-Party Suppliers, SUIVO NV only warrants to repair any hidden defects in the Suivo Hardware and installation for a one (1) year period. However, any legal claims on this previously described warranty is only admissible when initiated within a period of three (3) months from the day the Customer becomes aware or ought to have become aware of the defect.

The warranty on the Suivo Hardware only covers replacement of the defective part and does not cover intervention costs, transportation costs, etc.

The warranty on installation covers the costs of replacement and reinstallation, without prejudice to the application of Article 7 "Installation".

The following is not covered under any circumstances: interventions due to any cause other than the services rendered, including, among others:

- incorrect or abnormal use (including long-term non-use of the Suivo Hardware) or operation (including opening the Suivo Hardware), negligence on the part of the Customer or its assignees;
- manipulation of the Suivo Hardware carried out by the Customer, such as but not limited to removal of the SIM Card, cables, etc.;
- fire, lightning, extreme cold, heat or humidity, power outages, accidents, use in a dusty environment, static electricity, an unsuitable environment, failure of the Customer to comply with local specifications;
- any repair or maintenance, adjustment or alteration not performed by SUIVO NV or its personnel, in which case any risk of any damage whatsoever resulting

from the same is borne by the Customer;

- force majeure;
- a defective SIM Card (which is not to be removed from the hardware);
- electricity supply in the vehicle (battery);
- data file recovery;
- normal wear and tear of the Suivo Hardware;
- failure to comply with SUIVO NV's invitations regarding specific technical checks (recalls);
- damage after theft, vandalism.

In derogation of Article 1644 of the Belgian Civil Code, the Customer may request repair of the Suivo Hardware. Should repair prove to be technically impossible, the Parties are to agree on the best means to remedy the defects or non-compliance, namely to replace the Suivo Hardware with a similar product or provide a partial refund (pro-rata its use, for example: €0.00 after twelve (12) months and 50% of the Euro value after six (6) months).

SUIVO NV does not warrant that any intervention by SUIVO NV will resolve the problem or that the alleged problem will no longer occur after intervention, or that no other difficulties shall arise as a result of this correction.

The warranty conditions as described in the General (License) Terms & Conditions of Third-Party Suppliers are fully applicable to the Products of Third-Party Suppliers.

12. Support

Any support requests concerning the Suivo Product pass through Suivo Software online support.

The scope of application, terms & conditions, and modalities with regard to the Helpdesk are extensively explained in the Suivo Standard Operating Procedures.

13. Return Merchandise Authorization (RMA)

RMA requests will only be accepted and processed after completing the RMA form and obtaining a valid RMA number. This form is accessed through the Suivo Software (via the login at www.suivo.com). The Customer agrees and acknowledges that completion and submission of an RMA form constitutes inherent acceptance of the RMA Terms & Conditions. The RMA only applies to the Suivo Hardware and hardware of Third-Party Suppliers that were purchased from SUIVO NV.

During the warranty period, SUIVO NV will assume the costs of replacement and/or repair of justified and necessary RMAs.

Any transportation costs as well as intervention costs are not included in this, and will be borne by the Customer at all times. For repairs and/or replacements out of the warranty period, SUIVO NV will present a quotation to the Customer.

The cost of unnecessary and unjust RMAs are borne by the Customer at all times. Unnecessary and unjust RMAs include, among others:

1. When no prior RMA authorization was granted
2. Devices of which the defect could not be reproduced in the Suivo lab
3. Devices of which the nature of the defect is due to abuse or improper installation
4. Devices of which the necessary peripherals such as GPS, antenna and cabling are not enclosed
5. Devices of which the warranty period has already expired
6. Hardware of Third-Party Suppliers whose software version is not up-to-date
7. Hardware of Third-Party Suppliers that have not had a hard reset carried out first
8. Calibration of the hardware of Third-Party Suppliers

The cost of unnecessary and unjust RMAs can be requested from SUIVO NV by the Customer, however, these amount to at least €75.

14. Force Majeure

The Parties cannot be held liable for delays or shortcomings in the performance of the Agreement should they be the result of facts or circumstances beyond the control of any of the Parties and that could not have been foreseen or avoided.

Under penalty of cancellation, the Party that seeks to rely on such facts or circumstances is obliged to disclose such facts or circumstances to the other Party in writing as soon as possible. The former is to make every effort in order to limit the duration to the absolute minimum and is to also notify the other Party in writing should these facts or circumstances no longer exist.

Cases regarded as, but not limited to: force majeure: fire, terrorist actions, war, accidents, government measures, exceptional traffic and general transportation problems, force majeure and/or delays at and/or errors by the suppliers and/or third parties, defective items, equipment, software or materials of third parties, the use of which has been prescribed by the Customer to SUIVO NV, malfunction of internet, data

network or telecommunication facilities, electrical fault, exceptional climatic conditions such as snow, strikes, lock outs, etc.

Should these facts or circumstances last longer than three (3) months, each Party

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may terminate the Agreement by operation of law by means of a registered letter without any compensation being due. In that event, all activities already carried out under the Agreement will be settled in proportion to the state of completion, without the Parties owing anything else to each other.

15. Processing of Personal Data

Due to the services that SUIVO NV provides, it is possible that the Customer's database may contain Personal Data, for which the Customer is the Controller. SUIVO NV in her role as Processor will process this data under the instruction of the Customer when using SUIVO NV's services. SUIVO NV will never process the Personal Data of the Customer for any other purpose than to provide the Services of the agreement unless it would be required by law.

The Customer declares that it has obtained all approvals and consent from the Data Subject necessary for the use and processing of the personal data transferred to SUIVO NV for the purposes of the Agreement, and the Customer further warrants that the content, use and/or processing of the Personal Data is not wrongful and does not violate the rights of third parties. The Customer is subjected to the Privacy Policy of the SUIVO NV's system.

The processing of personal data by SUIVO NV will be performed in conformance with the Regulation (EU) 2016/679 and the Directive 2002/58/EC. In order to comply with the Directive and Regulation, SUIVO NV will commits that:

1. The purpose of processing Personal Data will be limited to the scope of the Services under this Agreement, unless required by law;
2. All its employees are committed to confidentiality and will only have access on a need-to-know basis;
3. SUIVO NV will support requests regarding Personal Data that will be submitted by the Customer;
4. It will implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure;

5. It will notify the Customer within reasonable time of when it became aware of any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;
6. It will notify the Customer within reasonable time of when it became aware of any processing instructions that infringe applicable Data Protection Legislation;
7. It will make available to the Customer all information necessary to demonstrate compliance with the Data Protection Legislation, allow for and contribute reasonably to audits, including inspections, conducted or mandated by the Customer;
8. Upon termination of this Agreement, SUIVO NV will permanently delete all copies of the Customer's database or return it to the Customer.

Third Party Suppliers

The Customer acknowledges and agrees that in order to provide the Services, SUIVO NV may use ThirdParty Suppliers to process Personal Data. SUIVO NV commits to only use Third Party Suppliers in compliance with Data Protection Legislation. This use will be covered by a contract between SUIVO NV and the Third Party Supplier that provides guarantees to that effect.

The Customer recognizes and accepts that the processing agreement, terms and conditions and principles of the Third Party Supplier will integrally apply. The Customer cannot gain any more rights in terms of technology, software and/or services provided by the Third Party Suppliers than those contained in the relevant processing agreement, terms and conditions or principles of Third Party Suppliers.

SUIVO NV's Privacy Policy , provides up-to-date information regarding the names and purposes of Third Party Supplier currently in use by SUIVO NV for the execution of the Services.

16. Nullity

The nullity of any provision under this Agreement will in no way affect the validity of the remaining clauses. By mutual Agreement, the Parties will make every effort to replace the invalid clause with a valid one with the same, or largely the same, economic impact as the invalid clause had.

17. Non-solicitation

The Customer agrees that he will not actively approach the employees

(employees and/or self-employed consultants) of SUIVO NV directly or indirectly involved in the provision of the Services with the intention of engaging these Employees, and that this obligation commences as from the start of performance of the Services and continues until twelve (12) months after the end date of the Services, except if agreed otherwise by the Parties in writing.

If the Customer contracts, recruits or makes use of an employee of SUIVO NV or makes use of the services of said employee(s), in an employment relationship and/or on an independent basis and/or via a company, the Customer shall then pay Suivo NV a fixed compensation of €50,000 (per infringement), without prejudice to the right of Suivo NV to prove a higher actual loss and to be reimbursed for this. This sum shall be payable on the date on which the Employee is first engaged or on which the Employee's Services are first used.

The Customer undertakes to impose the obligations described in Article 17 on third parties with which he enters into a partnership and/or agreement. The Customer commits to ensuring that these third parties will not approach any of the Employees of SUIVO NV with the purpose of engaging or recruiting these persons.

18. Publicity – Confidentiality

Confidential information is defined as all information of any form whatsoever (oral, written, graphic, electronic, etc.) exchanged between the Parties in the context of this Agreement.

Each Party and its employees must maintain the confidentiality of all confidential information received from the other Party in the performance of this Agreement confidential. Additionally, the Parties may only use the confidential information for the purposes of this Agreement. The Parties may not disclose the confidential information to third parties without written consent from the other Party. At a minimum, any information designated as confidential by one of the Parties shall be considered as such.

This confidentiality obligation shall continue to exist for a period of one (1) year after the end of this Agreement, regardless of the cause of the termination of the Agreement.

The following are not considered to be confidential information:

- information obtained legally from a third party not bound by any confidentiality obligation or secrecy;

- information that a Party already knew before it was provided for the purposes of this Agreement;
- information a Party developed independently without violating this

Agreement;

- information that came into the public domain without the doings or error of the Party receiving the information;
- information that must be made public pursuant to judicial or administrative decision.

SUIVO NV may include the Customer in its Customer list, publish a brief description of the assignment, and use the Customer's name and trade mark for publicity purposes and PR activities.

19. Subcontracting – Transfer

SUIVO NV can call upon subcontractors for the purposes of implementing the Agreement.

Neither this Agreement nor the rights or obligations arising from it may be transferred in whole or in part without the express written consent of both Parties. Without prejudice to the foregoing, SUIVO NV is at all times authorised to transfer this Agreement or the rights or obligations derived from it, in whole or in part, to an affiliated company within the meaning of Article 11 and 12 of the Companies Code without requiring the explicit and written consent of the Customer.

20. Cooperation obligation

The Parties acknowledge and accept that the success of activities in the field of information and communication technology depends on timely cooperation. The Customer shall at all times promptly grant all reasonable cooperation desired by SUIVO NV. SUIVO NV provides the Services within the limits of this Agreement and the information provided by the Customer. The Customer therefore recognises that the accuracy and completeness of the information provided by him is crucial for meeting the obligations of SUIVO NV under this Agreement. The Customer guarantees the correctness and completeness of the information provided by him and indemnifies SUIVO NV against any damage that might occur due to the incorrect or incomplete provision of information. The Customer shall provide SUIVO NV with all information, technical or general documentation, or other explanatory material concerning the assignment. The Customer guarantees the correctness and completeness of the measurements, requirements, specifications of the services and other data supplied to SUIVO NV by the Customer or on his behalf. SUIVO NV is not responsible for incorrect, missing or conflicting instructions of the Customer.

SUIVO NV will enjoy complete freedom and independence for the implementation of the Agreement. There is no hierarchical relationship between the Customer and SUIVO NV (or the employees, consultants, subcontractors, or vendors upon which SUIVO NV relies for the performance of the Agreement).

21. Proof

Regardless of the nature and value of the judicial act to be demonstrated, SUIVO NV may at all times demonstrate said act based on the following additional evidence: copies or reproductions in any form whatsoever (carbon copy, photocopy, microfilm, scan, etc.), via information carrier, fax, telex and email. Such sources of proof have the same evidential value as a private agreement drawn up in accordance with the provisions of the Belgian Civil Code.

22. Estoppel/Waiver of rights

Failure by either Party to enforce any provision of this Agreement does not in any way affect the right of the Party concerned to still demand full compliance by the other Party. Acceptance of a breach of an obligation by the other Party does not imply that the latter waives its rights arising from such obligation.

23. Amendments

Suivo reserves the right to amend these General Terms & Conditions at any time. The amended Terms & Conditions of Sale will enter into force on the thirtieth (30th) day after notification of the change in writing (including email) has been sent.

24. Continuance

Any provisions under these General Terms & Conditions that, by their nature, are intended to extend beyond the termination or expiration of any sale or license of the Products will remain in force.

25. Limitations

Letting, lending, public presentation, projection, broadcasting or any other kind of distribution of the Products is prohibited. Except as permitted by the applicable law, the Customer is not to modify the Products or any part thereof, or to analyse it/them by means of reverse engineering, nor is the Customer to decompile or disassemble the Products, break or circumvent the encryption, nor allow third parties to do so.

26. Jurisdiction and competent courts**Legal competence**

The current Agreement is governed by Belgian law. As far as these General Terms & Conditions are concerned, the 1980 Vienna Sales Convention is hereby declared inapplicable. In the event of disputes concerning the implementation and/or interpretation of the present Agreement, which cannot be settled by means of an amicable resolution, only the Courts of Antwerp, Division Antwerp, will be competent. No claim may be imposed by the Customer with regard to services rendered should more than six (6) months have passed since the incident that gave rise to such claim and/or should the Customer fail to notify SUIVO NV hereof within one month after the occurrence of the incident.

Read and approved

Date:

Name:

Position:

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Signature