

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

Agreement

means the agreement between the Solution Editor, the Solution Provider and the Client consisting of current General Terms and Conditions.

Client

means the customer using The Solution, also hereby called The Telematics Service.

Effective date

means the date the Order form is signed by the client.

Fleet

means the vehicle, assets and persons to be tracked or traced via The Telematics Service.

Force Majeure

means any cause beyond the reasonable control of the party affected, which affects the performance of the agreement, including any case of prolonged break-down of transport, telecommunication or electric current.

General terms and conditions

means these general terms and conditions for The Telematics Service.

General Agreement

means the agreement between the Reseller and the Client.

Initial term

means the number of years specified in the order form, commencing from

- (i) the date that the client is provided with the user names and passwords necessary to activate the The Telematics Service or
- (ii) two weeks after the effective date, whichever occurs first.

Location data

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

Mobile Communication Services

means the mobile electronic communication services used for transmitting the Location Data.

Onboard units

means device, purchased or leased by the Client under a separate contract, that can be used for obtaining location data via satellite tracking and for sending and receiving such data and other message via mobile communication services (either automatically according to set procedure or by manual information retrieval).

Order form

means order form pursuant whereto The Solution Provider will provide to the client under a separate contract that can be used in accordance with the terms of the Agreement.

Price list

means the prices specified in the Order form

Territory

means the territory specified in the Order form.

The Solution Provider

means a private company with limited liability having proposed and signed the contract with The Client.

The Solution Editor or Editor

means a private company with limited liability, called Market-IP, located in Chaussée de Marche 774, 5100 Naninne, Belgium. (BCE 0473.953.282)

The Solution Editor develops The Telematics Solution and have all Intellectual property rights and exclusive right over the use on The Telematics Solution (also called The Telematics Service).

User

means a person authorized by the client to access and use The Telematics Service

Reseller

means any third party authorized to commercialize The Telematics Service as part of a total solution.

The Telematics Service Platform

means the IT System that run The Telematics Service.

Total Solution

Means

- Device
- Sim card- Air time
- The Telematics Service
- Installation

The Telematics Service

means the official service, structured and designed to enable the client to monitor and control the Fleet, to the extend that such Fleet is located in the Territory, by displaying and facilitating the transmission of location data between The Telematics Service and the Onboard units.

The Telematics Service website

means the website used by The Service Provider

Article 2. Applicability

2.1. These General Terms and Conditions for The Telematics Service shall apply to and are expressly incorporated into the Agreement and all subsequent agreements entered into force between The Solution Provider and the Client in connection with The Telematics Service website.

2.2. The applicability of the Client's General Terms and Conditions is hereby expressly excluded.

Article 3. The Telematics Service

3.1. The client is granted a non-exclusive and non-transferable right to use the Telematics Service for tracking and tracing the Fleet and for the reporting, planning and messaging purposes.

3.2. The client may use the Telematics Service in connection with the number of Onboard Units. If, at any time, the Client wishes to increase the then current number of Onboard Units it must notify The Solution Provider thereof and sign a separate agreement

3.3. The client, with or without assistance of the Service Provider, is responsible for:

1. Equipping the Fleet properly working onboard units and ensuring the contractibility of such Onboard Units
2. Ensuring that it was properly functioning browser software and internet access to the Telematics Service of sufficient capacity
3. The correct configuration of The Telematics Service

The Editor and The Solution Provider does neither warrant that GPS or the Mobile communication Services will continue to support the functionality offered by The Telematics Service nor that Client will be able to successfully use The Telematics Service for the intended use, as referred to in article 3.1., due to the fact that such use depends partly on the circumstances for which the Client will be responsible pursuant article 3.3. or 5.1.

The Editors and The Solution Provider reserves the right to change the look and feel of The Telematics Service Website and the way the Location data are displayed.

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 issued passwords immediately after having accessed The Telematics Service for the first time and to keep the access data confidential.

4.3. The client is responsible and liable for any use of The Telematics Service, if the User obtain access to such service via the Client access data, even if the client did not consent to or was unaware of such use, unless such use takes place three (3) working days after The Solution Provider has received a written request from the client to invalid his access data.

Article 5. Transmission

5.1. The client is responsible for the transmission of location data between Onboard Units and The Editor platform via mobile communication services unless otherwise agreed. If it is agreed that The Editors and The Solution Provider will procure such services, the client acknowledges and agrees that The Editor and Solution Provider are dependent on the performance of the third party providing these services, and thereof cannot warrant:

- 1) that the mobile communication services will be available on a continuous basis and at any place within the territory (for instance due to gaps in network coverage and to fact the these providers reserve the right to suspend their services for maintenance purpose, for security reasons, under instructions of competent authorities, etc.);
- 2) the speed at which the Location Data will be transmitted ;

5.2. The client shall indemnify, defend and hold harmless The Editors and The Solution Provider and its affiliates from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties that the (content of the) location data sent to or from The Telematics Service Platform violate applicable law and regulations, infringes the rights of such third parties or is otherwise unlawful towards third parties.

Article 6. SIM Cards

6.1. The client is responsible for acquiring SIM –Cards for Onboard Units, unless if the SIM card is provided by a the Solution Provider within Total Solution.

6.2. The client shall indemnify and hold harmless The Editor and The Solution Provider and its affiliates from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties, in particular third party provider, third party provider of Mobile communications Services, that the Client use of the SIM-cards provided by The Editor and The Solution Provider is not in conformity with this agreement.

Article 7. Validity of the Agreement

The current Agreement is valid under conditions of payment of the Royalties to the Solution Provider.

This agreement is valid for a period of 1 (one) year which period is automatically renewed for another period of one year at the anniversary date.

Article 8. Fees and Payments

8.1. The charges are due to the Solution Provider on the basis agreed in the General Agreement. The client authorized hereto The Solution Provider to collect the payments due from the Client's bank account as specified in the order form. If the direct debit appears to be unsuccessful should the Client declared in breach of its obligations contained in this agreement and in the General Agreement.

8.2. The Solution Provider reserves the right to suspend the client's access to and the use of The Telematics Service until all outstanding amounts (including interest and costs) are settled, and the cost of suspending and reactivating shall be born by the Client.

8.3. All payments to be made by the Client must be effective without set-off or suspension.

GENERAL TERMS AND CONDITIONS

Article 9. Liability

9.1. Subject to article 9.3., in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the agreement, The Editor and The Solution Provider shall be liable for any loss of profits, anticipated savings, revenue, business, loss or corruption of data, loss of use, loss of goodwill, loss due to delay or any indirect or consequential loss or damage whatsoever.

9.2. Subject to article 9.1. and 9.3. The Editor and The Solution Provider aggregate liability, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the agreement, shall be limited to the net price paid or to be paid by the Client for the Service in the first twelve (12) months of the year in which the loss or damage occurred.

9.3. Nothing in the Agreement shall be deemed to exclude or limit The Editor and The Solution Provider liability in respect of loss or damage caused by wilful intent or gross negligence of The Editor and The Solution Provider or their officers, employees, agents or contractors; or, 9.4. Any claim for loss or damages must be notified to The Editor and to The Solution Provider within one (1) month as from the date on which the damage was caused, falling which such claim is deemed to be waived.

9.5. All warranties, conditions or others terms implied by statute that are not expressed in this Agreement are, to the fullest extent permitted by law, excluded from the Agreement.

Article 10. Force Majeure

If a party is prevented or delayed in the performance of any obligations under the Agreement by the Force Majeure, then that party will be excused from the performance or punctual performance, as the case may be, of its obligations, to the extent that such Force Majeure continues and agrees to use all reasonable endeavours to overcome or work around the Force Majeure as to be able to perform its obligations under the Agreement.

Article 11. Data protection

11.1. The parties will observe all provisions related to the data protection laws and regulations in so far as the violation of such provisions affects the interest of the other party. Each party shall indemnify the other party against claims resulting from or in connection with the indemnifying the other party against claims resulting from or in connection with the indemnifying party's non observance of the aforementioned provisions.

11.2. The Editor and The Solution Provider are free to collect, process, store and use personal data, more specially the location data, to the extent that such is necessary for enabling the client to use The Telematics Service or for invoicing purposes. The client agrees that The Editor and The Solution Provider will make the data available to third parties that they use for the provision of The Telematics Service.

11.3. The Client agrees to the collection, processing and storage and use by The Editor and The Solution Provider of their location data. Client shall inform its employees, relatives and all the persons fitted with the Onboard Units and connected to The Telematics Service about the type of data which will be processed, of the purposes and duration of the processing and whether the data will be transmitted to third parties for the purpose of providing The Telematics Service Website. Moreover the Client shall inform these employees, relatives and other persons about their rights regarding the data processed.

11.4. The Client warrants that it holds the written consent of its employees, relatives and all persons fitted with the Onboard Units and connected to The Telematics Service, to pass on personal data, more specifically location data, and that it explicitly instruct The Solution Provider to provide The Telematics Service using and storing such data, and to pass on such data to third parties that The Solution Provider uses for the provision of The Telematics Service. The Client shall present the relevant consent on the appropriate operating agreement to The Solution Provider on request.

11.5. The client may revoke its consent for the collection, processing, storage and use of their location data at any time. Such revocation must be presented to The Solution Provider in writing and shall not affect the Agreement and will leave the Client's payment obligations under the Agreement intact. The Client acknowledges that as result of such revocation The Solution Provider may not be able to provide The Telematics Service.

Article 12. Intellectual Property

12.1. The Solution Editor retains all intellectual property rights vested in The Telematics Service and the Client shall not at any time acquire any rights by virtue of any use that the client may make thereof pursuant to the Agreement.

12.2. The Client will not at any time consent The Solution Editor ownership of the intellectual property rights, nor assist anyone else to do so, nor do anything that would jeopardize or diminish The Solution Editor's rights to The Telematics Service or the value of the intellectual property rights vested herein.

Article 13. Developments

13.1. The Telematics Service is a "Software as a Service", meaning that the product is the same for every customer, and is evolving on the basis of a roadmap.

13.2. Developments are made on the basis of suggestions posted by the user's community.

13.3. Types of suggestions & developments:

- if a suggestion is made by a customer, and is considered as to be integrated in the standard product, than the development will be planned in the context of a roadmap:
 - o if the customer agrees with the standard roadmap proposed, he will benefit of the development for free
 - o if the customer would like this functionality to be developed faster than the proposed roadmap, he will receive a price proposal from The Solution Provider. On this basis, he will be free to accept or wait for the standard roadmap, which planning is never guaranteed.
- if a suggestion is made by a customer, and is considered as specific for the customer, The Solution Provider will evaluate the possibility to integrate it as a specific module, and will make a price proposal to the customer. On this basis, the customer will be free to accept or wait for the standard roadmap, which planning is never guaranteed.

Article 14. Service Level Agreement

The Solution Provider warrants an availability of the service of more than 99% on a yearly basis. No warranty is given on the quality, completeness and accuracy of data transmitted to the system, as far as the solution is complex and depending on other parties (telecom operators, sim cards, devices).

Article 15. Term and Termination

15.1. The agreement commences on the Effective date and shall expire after the initial term. Following the initial term, the agreement shall be automatically renew for a consecutive additional period of one (1) year each, unless either party gives the other party written notice of its intention not to renew at least 3 (three) months prior the date on which the agreement would otherwise renew.

15.2. Each party may, without the written prejudice of any of its other rights arising hereunder, upon giving written notice, terminate the Agreement with immediate effect, if:

- the other party fails to observe or perform any material term or condition hereof, including an any event non or late payment, and such default or breach (if capable of remedy) shall not be remedied within 20 (twenty) calendar day after notice in writing, specifying the breach and requiring the same to be remedied, has been given;
- any of the following events occurs:
 - o the presentation of a petition for winding up the other party;
 - o the other party is subject of an order or an effective resolution is passed for winding up the other party;
 - o the application for an order or application for the appointment of a receiver (including and administrative receiver), administrator or trustee or similar officer in respect of the other party;
 - o if a receiver or an administrative receiver, administrator or similar officer is appointed over all or any part of the assets of the undertaking of the other party;
 - o the other party making a composition or an arrangement with its creditor generally or an assignment for the benefit of its creditors or other similar arrangement;
 - o the another party goes into liquidation;
 - o the other party becoming unable to pay its debts or otherwise becoming insolvent, or
 - o the party ceasing, or threatening to cease, to carry on businesses, or
- there has been any delay or failure in performance under the Agreement resulting from any event of Force Majeure, which delay or failure shall have continued for a period of 3 (three) months.

Article 16. Miscellaneous

16.1. The illegality, invalidity or enforceability of any provision of the agreement shall not affect the legality, validity or enforceability of the reminder of the article or paragraph which contains the relevant provision or any other provision. If the remainder of the Agreement is not affected, the parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the agreement which may be necessary on order to achieve, to the greatest extend possible, the same effect as would have been achieved by article, or the part of the article, in question;

16.2. No amendment to the agreement is valid or binding unless made in writing.

16.3. The Solution Provider is entitled to amend these General Terms and Conditions, which amendments shall enter into force on date that the client is notified thereof.

16.5. Each dispute arising under the Agreement shall, in first instance, be settled by competent Court of Namur, which will have exclusive jurisdiction in respect of any such dispute. The Agreement is subject to the Belgian law.