

## General Terms and Conditions

of Mobile Viewpoint B.V., a private limited liability company under Dutch law, having its registered office and maintaining business premises in Alkmaar, the Netherlands, hereafter referred to as "MVP".

These general terms and conditions (hereafter referred to as the "General Terms and Conditions") are registered with the Dutch Chamber of Commerce under number 50224409.

### Article 1 Applicability, offer, contract realization

- 1.1 These General Terms and Conditions apply to all offers and contracts pursuant to which MVP delivers goods and/or provides services to the customer.
- 1.2 Except where specified otherwise by MVP in writing, all offers issued by MVP shall be subject to contract. In any case MVP reserves the right to refuse or cancel, at its sole discretion, any (accepted) order if practical, technical and/or legal restrictions renders the delivery of the product and/or service impossible or commercially unviable.

### Article 2 Prices, payment, costs of delivery

- 2.1 All prices are in euros and are exclusive of costs for delivery and transport and are exclusive of all applicable value added, sales, use, excise or other applicable taxes and government levies.
- 2.2 MVP is permitted to change the agreed prices with prior notice of one (1) month. Flat rates charged for use of data are subject to change without prior notice.
- 2.3 If a term of payment has not been agreed upon, a term of payment of thirty days applies.
- 2.4 Customer shall bear all costs and expenses related to MVP's shipment of the products to it. Title to and risk of loss or damage to the products shall pass to customer upon MVP's delivery thereof to the carrier at the shipping point, being MVP's office or alternatively the post office, or the carrier acting as customer's agent. All claims for damages must be filed with the carrier. Thus risk of loss or damage to the products in transit remains with customer.

### Article 3 Delivery

- 3.1 All (delivery) periods or (delivery) dates are non-binding target dates. In any case, MVP shall not be bound by a (delivery) period or (delivery) date, that can no longer be achieved as a result of circumstances that are outside MVP's control or if the customer fails to (timely) fulfil its obligations arising from the contract.
- 3.2 Customer shall be responsible to satisfy any import regulation and to obtain, as the case may be, any necessary import documentation prior to import any product.

### Article 4 SIM card and data services

- 4.1 In addition to the rest of this General terms and Conditions, this article applies to the delivery by MVP to the customer of one or more SIM card(s) and the provisioning of data services.
- 4.2 Customer agrees to use the service only for lawful services.
- 4.3 SIM card rates and tariffs assume fair usage of the services by the customer. Fair usage of the services shall not exceed the prepaid credit on the SIM card. In case of use of the service contrary to this clause, MVP may, without further notice to customer suspend or limit the service (or any feature of it) for any period MVP thinks is reasonably necessary and/or terminate the agreement with direct effect.
- 4.4 MVP may at any time immediately suspend all or part of the services it provides until further notice:
  - a) if it is obliged to comply with an order, instruction or request of government, or emergency services organisation, or other competent administrative authority;
  - b) in order to prevent damage or degradation of MVP's s contracting party's network integrity which may be caused by whichever reason;
  - c) for a violation of clause 4.2, 4.3 or for other behaviour that in MVP's reasonable discretion may be deemed to be illegal;
  - d) in order to protect MVP, at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by customer.
- 4.5 Should the SIM card not be used during a successive period of six (6) months, MVP has the right to invalidate the SIM card and its related number without any compensation payable to customer. The phone number shall be lost without any compensation.

### Article 5 Custom software development

- 5.1 In addition to the rest of this General terms and Conditions, this article applies to services provided by MVP to the customer consisting of custom software development.
- 5.2 MVP shall make every effort to fix errors in the software within a reasonable period insofar as MVP receives written, detailed notification of these errors within a period of three months following delivery or within three months of acceptance if the parties have agreed to an acceptance test. MVP does not have any obligation to fix errors that are reported following expiry of the guarantee period stated in this article, unless a separate maintenance agreement is entered into by the parties that holds an obligation to this effect.
- 5.3 The customer shall perform an acceptance test within fourteen days following delivery of the software, during which the customer shall assess whether the software delivered conforms to the functional or technical specifications agreed between the parties in writing. The customer is not entitled to use the software for operational or productive purposes during the test period. The customer shall provide MVP with a written, clear and understandable report on the test results.
- 5.4 The software shall be deemed to have been accepted between the parties:

- a. upon the first day following the test period, or
- b. if MVP receives a test report as referred to in article 5.5 before the end of the test period: at such time as the errors described in the test report have been fixed.

Contrary to the above, if the customer uses the software for productive or operational purposes, the software shall be deemed to have been accepted from the time at which such use commenced.

- 5.5 In case errors are discovered in the software during the acceptance test, the customer shall notify MVP of these errors by means of a written and detailed test report, no later than on the last day of the test period. MVP shall make every effort to fix these errors within a reasonable period of time.
- 5.6 The customer may not withhold acceptance of the software 1) on grounds that do not relate to the written specifications agreed between the parties or 2) due to the existence of defects that cannot reasonably be deemed to prevent the operational or productive use of the software, without prejudice to MVP's obligations under the guarantee scheme of article 5.2 of these General Terms and Conditions. Acceptance of software and/or a design shall also not be withheld on the basis of aspects that can only be assessed subjectively, such as aesthetic aspects and design of user interfaces.
- 5.7 In case of delivery of the software in parts and/or in stages, the non-acceptance of a specific part and/or stage shall not affect the acceptance of another part and/or a previous stage.
- 5.8 With the acceptance of the software MVP is discharged in respect of compliance with its obligations in relation to the provision and delivery of the software, notwithstanding customer's rights pursuant the guarantee scheme under article 5.2 of these General Terms and Conditions.
- 5.9 Where this General Terms and Conditions refer to 'errors', this shall mean: the substantial failure to meet the specifications explicitly agreed in writing between the parties. An error shall only be deemed to exist if it can be demonstrated by the customer and can be reproduced. MVP is under no obligation to fix any defect other than errors that fall under the above definition.

#### **Article 6 Performance, guarantee**

- 6.1 MVP shall in all cases carry out its services on the basis of a commercially reasonable efforts obligation.
- 6.2 Due to the nature of its products and services, MVP cannot guarantee that its products and/or services will always operate with no interruptions, interference errors, or defects and especially cannot guarantee the fault free working of mobile networks and the availability of its portal(s). MVP is not liable for any (loss of) service or content which is carried over MVP's network. MVP is also not liable for operators ceasing or terminating data roaming, termination or interworking services.
- 6.3 Under no circumstances shall MVP be obliged to recover lost or scrambled data.
- 6.4 Information regarding the availability of services is always provided on a non-binding basis.

#### **Article 7 Processing of data; hosting services**

- 7.1 Responsibility for data processed by MVP in conformity with the instructions of the customer shall rest solely with the customer. The customer shall guarantee that such processing of data is not unlawful and does not infringe the rights of third parties. The customer shall indemnify MVP against legal claims by third parties in relation to this data.
- 7.2 If the agreement stipulates some form of information security, this security shall meet the specifications agreed upon by the parties in writing. MVP shall not guarantee that the information security will be effective under all circumstances. If the agreement does not give an explicit description of the required security measures, the security measures shall be of such a level that, having regard to the sensitivity of the data, the state of the art, and the costs associated with the security measures, is not unreasonable.
- 7.3 In case of managed hosting or managed services provided by MVP, the following terms apply in addition to the other terms of this General Terms and Conditions:
  - 7.3.1 Customer shall respect rights of third parties, in particular intellectual property rights and privacy rights. Customer shall furthermore refrain from providing illegal access to systems, unlawful distributing of data, distributing viruses or other harmful programs and from infringing any other statutory obligations.
  - 7.3.2 The customer shall remove apparently unlawful information immediately upon the first request of MVP. Failing this, MVP shall be entitled to prevent access or remove such information at its own discretion. In this case, MVP shall also be entitled to terminate the agreement with immediate effect.
  - 7.3.3 MVP is not responsible for updating customer's applications and other software (for instance content management systems) nor for the non-functioning of such applications and/or software due to patches and updates.

#### **Article 8 Additional work**

- 8.1 If MVP has, at the request or with the prior consent of the customer, carried out work or performed other services that fall outside of the scope or content of the agreed work, such work or services shall be paid for by the customer in accordance with the agreed rates or MVP's standard rates in case no rates are agreed upon.

#### **Article 9 Availability**

- 9.1 If service level agreements are entered into, periods of unavailability due to maintenance work announced in advance or to circumstances outside of MVP's sphere of influence will not be taken into account when assessing availability. The assessment of availability will be based on the service as a whole during the term of the agreement.

#### **Article 10 Intellectual property rights**

- 10.1 All intellectual property rights to services or products made available to the customer on the basis of the agreement shall remain exclusively vested in MVP, its licensors or its own suppliers. Any rights of use granted to the customer shall be non-exclusive, non-transferable to third parties and non-sublicensable. The customer's right of use shall not extend to software source code. Software source code shall not be made available to the customer under any circumstances.

- 10.2 If the supplier provides third-party software to the customer, the license terms of the respective third parties apply in the relationship between the supplier and the customer with respect to the software instead of the provisions of these General Terms and Conditions that deviate from those licence terms, provided that the applicability of the license terms of the respective third party was reported to the customer by the supplier in writing.

#### **Article 11 Liability, Warranty**

- 11.1 The total liability of MVP due to an attributable failure to perform this agreement and/or agreements that result from this agreement or due to any other reason, including any failure to comply with a guarantee obligation and/or liability under an indemnification obligation, shall be limited to compensation of the direct damage or loss, not exceeding the sum stipulated for this agreement (excl. VAT). If the agreement is a continuing performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total fees (excl. VAT) stipulated for one year. However, the total liability of MVP for any reason whatsoever shall under no circumstances exceed an amount of €10,000 (ten thousand euro).
- 11.2 WARRANTY. In case of defectiveness of a physical product delivered by MVP, the liability of MVP is in any case limited to replacing, repairing, or issuing credit (at the discretion of MVP) for such products that are or become defective **within 1 year** after delivery of the product. MVP will not be liable under this warranty unless (i) MVP is promptly notified in writing by customer upon discovery of defects, and (ii) MVP 's examination of such unit shall disclose, to its satisfaction, that such defects or failure have not been caused by misuse, neglect, improper installation, repair, alteration or accident.
- 11.3 The liability of MVP for resulting loss, indirect damage or loss, loss of profit, reduced goodwill, loss of savings, loss due to penalties, business interruption, claims from third parties, loss in connection with the use of software, items or other materials provided by third parties that MVP is instructed to use by the customer and loss in connection with the engagement of secondary suppliers by MVP (for instance mobile operators) shall be excluded. Liability of MVP due to the scrambling, destruction or loss of data or documents shall also be excluded.
- 11.4 All restrictions and exclusions of liability referred to in these General Terms and Conditions shall also apply in favour of all (legal) persons that MVP engages to execute the agreement.

#### **Article 12 Force majeure**

- 12.1 Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation and/or indemnification obligation, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by MVP's own suppliers, (ii) failure by secondary suppliers engaged by MVP such as mobile telecom providers (iii) electricity failure, (iv) faults affecting the internet, computer or network or telecommunication facilities, (v) government measures (vi) war, (vii) circumstances outside the parties reasonable control.
- 12.2 Either of the parties shall be entitled to terminate the agreement in writing if a situation of force majeure lasts for longer than ninety days. In such case services already performed on the basis of the agreement shall be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

#### **Article 13 (Interim) End of Contract**

- 13.1 A fixed term agreement regarding the provisioning of services may not be terminated by the customer before the end of the term.
- 13.2 Either of the parties shall be entitled to terminate the agreement in part or in full, with immediate effect, in writing if the other party is granted a moratorium of payments or if a winding-up petition is filed in respect of the other party. Every right of use of the software, websites and suchlike made available to the customer shall end if the customer becomes bankrupt or is liquidated.
- 13.3 Either of the parties shall only be authorized to rescind the agreement until it has given the other party written notice of default including a specified and comprehensive description of the breach and has given the other party a reasonable period to comply with its obligations, this period has expired and the other party continues to attributable fail to meet its fundamental obligations arising from this agreement. If the customer has at the time of rescission already received goods or services under the agreement, these goods or services and the associated payment obligations shall not be undone unless the goods and/or services are not in conformity with the agreement.

#### **Article 14 Applicable law, competent court**

- 14.1 The agreements between MVP and the customer shall be exclusively governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.
- 14.2 Any disputes that may arise between MVP and the customer in relation to an agreement concluded between MVP and the customer or in relation to further agreements that arise from such an agreement, will be exclusively submitted to the competent sector of the Court of Noord-Holland, The Netherlands.

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