

Article 1. Definitions

Agreement

means the agreement between Market-IP and the Client consisting of current General Terms and Conditions.

Client

means the customer stated in the Order form.

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 Telefleet 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 Telefleet 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 form

- (i) the date that the client is provided with the user names and passwords necessary to activate the Telefleet 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 Market-IP 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.

Market-IP

means a private company with limited liability having its official seat at Naninne and office at B- 5100 Naninne, Chaussée de Marche 774, Belgium.

User

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

Reseller

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

Telefleet Platform

means the IT System that run the Telefleet Service.

Total Solution

Means

- Device
- Sim card- Air time
- Telefleet Services
- Installation

Telefleet service

means the official service, as available via Telefleet Website, 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 Telefleet and the Onboard units.

Telefleet website

means the website www.telefleet.com

Article 2.- Applicability

2.1. These General Terms and Conditions for the Telefleet service shall apply to and are expressly incorporated into the Agreement and all subsequent agreements entered into force between Market-IP and the Client in connection with the Telefleet website.

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

Article 3. The Telefleet Services

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

3.2. The client may use the Telefleet 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 Market-IP thereof and sign a separate agreement

3.3. The client, with or without assistance of reseller, 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 Telefleet service of sufficient capacity
3. The correct configuration of the Telefleet services

Market-IP does neither warrant that GPS or the Mobile communication Services will continue to support the functionality offered by the Telefleet Service nor that Client will be able to successfully use the Telefleet 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.

Market-IP reserves the right to change the look and feel of the Telefleet Website and the way the Location data are displayed.

Article 4. User names and Passwords

4.1. Market- IP 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 Telefleet 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 Telefleet 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 Market-IP 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 Market-IP platform via mobile communication services unless otherwise agreed. If it is agreed that Market-IP will procure such services, the client acknowledges and agrees that Market-IP is 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 Market-IP 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 Telefleet Platform violate applicable law and regulations, infringes the rights of such third parties or is otherwise unlawful towards third parties.

6. SIM Cards

6.1. The client is responsible for acquiring SIM -Cards for Onboard Units.

6.2. The client shall indemnify and hold harmless Market-IP 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 Market-IP 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 Reseller.

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

Article 8. Fees and Payments

8.1. The charges are due to the Reseller on the basis agreed in the General Agreement. The client authorized hereto Market-IP 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. Market-IP reserves the right to suspend the client's access to and the use of the Telefleet 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.

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, Market-IP 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. Market-IP 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 Market-IP liability in respect of:

- loss or damage caused by wilful intent or gross negligence of Market- IP or Market-IP's officers, employees, agents or contractors; or,
- injuries to or death of any person, caused by Market-IP or Market-IP's officers, employees, agents or contractors;

9.4. Any claim for loss or damages must be notified to Market-IP 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. Market-IP is 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 Telefleet Service or for invoicing purposes. The client agrees that Market-IP will make the data available to third parties that Market-IP uses for the provision of the Telefleet Service.

11.3. The Client agrees to the collection, processing and storage and use by Market-IP of their location data. Client shall inform its employees, relatives and all the persons fitted with the Onboard Units and connected to the Telefleet 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 Telefleet 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 Telefleet Service, to pass on personal data, more specifically location data, and that it explicitly instruct Market-IP to provide the Telefleet Service using and storing such data, and to pass on such data to third parties that Market-IP uses for the provision of the Telefleet service. The Client shall present the relevant consent on the appropriate operating agreement to Market-IP 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 Market-IP in writing and shall not affected the Agreement and will leave the Client's payment obligations under the Agreement intact. The Client acknowledges that as result of such revocation Market-IP may not be able to provide the Telefleet Service.

Article 12. Intellectual Property

12.1. Market-IP retains all intellectual property rights vested in the Telefleet 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 Market-IP ownership of the intellectual property rights, nor assist anyone else to do so, nor do anything that would jeopardize or diminish Market-IP's rights to the Telefleet Service or the value of the intellectual property rights vested herein.

Article 13. Term and Termination

13.1. 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.

13.2. 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 14. Miscellaneous

14.1. Neither party may assign, sub-contract, transfer or dispose of any rights and obligations under the agreement, either in whole or in part, to any of its affiliates without the client prior consent.

14.2. The illegality, invalidity or enforceability of any provision of the agreement shall not affect the legality, validity or enforceability of the remainder 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 extent possible, the same effect as would have been achieved by article, or the part of the article, in question;

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

14.4. Market-IP is entitled to amend these General Terms and Conditions, which amendments shall enter into force on date that the client is notified thereof.

14.5. 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.