

Service Agreement for the use of SBS Telematics of SBS Security & Safety Products B.V. SBS Security & Safety Products B.V. has its registered office in Nieuwerkerk aan den IJssel and its principal place of business at Hoogeveenenweg 25 in Nieuwerkerk aan den IJssel

This electronic version of the Service Agreement for the use of SBS Telematics is a copy of the printed version. The printed version prevails over this electronic copy.

This Service Agreement for the use of SBS Telematics (the "Agreement") is entered into by and between: SBS Customer ("Customer") and SBS Security & Safety Products B.V. ("Supplier").

WHEREAS:

- (A) Supplier is a supplier of high-quality products and services in the areas of gas, water and energy, trade and industry, construction and infrastructure, process industry, offshore and maritime, mobility, transport and logistics;
- (B) Supplier developed and is owner of a telematics solution called SBS Telematics that provides a security solution for the transport world.
- (C) Parties have reached agreement on the terms and conditions of the sale and delivery of the desired products and services; and
- (D) Parties now wish to record these terms and conditions in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1 SCOPE OF THE AGREEMENT

1.1 The Recitals and the Schedules form an integral part of the Agreement. In the event of discrepancies or conflicts between any documents forming this Agreement, the following order of priority applies between the various documents except where the lower ranked document deviates from the higher ranked document explicitly, with reference to the provision from which deviation is intended (in which case the deviation prevails):

- (a) The Services (Schedule 1);
- (b) The main body of this Agreement;
- (c) Maintenance and Support (Schedule 2);
- (d) Pricelist (Schedule 3);
- (e) Service Levels and Service Desk (Schedule 4)
- (f) Data Processing Agreement (Schedule 5).

1.2 Any general terms and conditions of Customer will not be applicable to this Agreement.

2 TERM AND TERMINATION

2.1 This Agreement commences on the date set forth in Schedule 1 (the **Commencement Date**) and shall remain in effect for a period of two (2) years, unless earlier terminated by either Party in accordance with the terms of this Agreement (the **Initial Term**). After the Initial Term, the Agreement will be tacitly renewed, each time for a period of one (1) year (each a **Renewal Term**, and together with the Initial Term: the **Term**).

2.2 The Agreement may be terminated by each Party for convenience at the end of the Initial Term or each Renewal Term taking into account a notice period of two (2) months.

2.3 Either Party may immediately terminate this Agreement by written notice of termination given to the other Party by registered post in the event the other Party breaches a material term or condition of this Agreement and the specified breach cannot be rectified or remedied, or upon thirty (30) days written notice in the event the other Party breaches a material term or condition of this Agreement, which is capable of being remedied and remains remedied at the end of thirty (30) days following such notice.

2.4 Each Party shall have the right at any time to terminate this Agreement with immediate effect by giving notice by registered post to the other Party without any compensation due, if the other Party becomes or is deemed insolvent, or is unable to pay its debts as they fall due; or is declared bankrupt (*failliet*), a petition for bankruptcy (*faillissementsaanvraag*) is filed against it, or their equivalents outside the Netherlands; a petition or claim is filed, or an order is made, for its dissolution (*ontbinding*) or liquidation (*liquidatie*); or it takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction, or if its creditors seek relief under any bankruptcy or insolvency law; or it ceases or threatens to cease to carry on its business. The Supplier may also terminate the Agreement without a notice of default being required and with immediate effect if a direct or indirect change occurs in the decisive control of Customer.

2.5 Termination of this Agreement, for whatever reason, does not affect any accrued rights or liabilities or payments due. Any provision of this Agreement that by its nature is intended to

survive, shall remain in effect after this Agreement has ceased to exist. This includes the following Clauses: 13, 15, 16.1, 17 and 20.

- 2.6 Termination does not lead to an obligation for Supplier to repay any amounts paid by Customer.
- 2.7 To the maximum extent permitted by the applicable law, the Parties waive their rights to dissolve (*ontbinden*) or to annul (*vernietigen*) this Agreement in whole or in part, or to request the court to amend the consequences of this Agreement referred to in section 6:230 (2) DCC, unless otherwise agreed in this Agreement.

3 GENERAL HARDWARE AND SERVICES

- 3.1 Customer wants to use the SBS TELEMATICS provided by Supplier in its business. The SBS TELEMATICS consists of certain hardware that is connected via mobile data works to a portal and several related Services. Some of the Services are included in the standard fee. Others are optional and are provided upon request against the fee set forth in Schedule 3.
- 3.2 Supplier agrees to provide as part of Services access to the **Portal** and, to the extent required, to provide the **Hardware** and/or the other **Services** as set forth in Schedule 1 to **Customer** under the terms of this Agreement and for the amount as set forth in Schedule 3.
- 3.3 Supplier shall perform the Services in accordance with this Agreement and with care to the best of its ability. All services provided by Supplier shall be performed on the basis of an obligation to use best endeavours, unless and insofar as Supplier has expressly promised a result in writing.
- 3.4 On request of Customer Supplier will provide in-house training, either remotely or on-site. Customer will have to make an appointment with Supplier for such training. Customer is entitled to cancel such appointment. Supplier is entitled to charge the full costs if Customer cancels the appointment within two weeks of the appointment.
- 3.5 As part of the Services, Supplier will provide general support as described in Schedule [1] to Customer via the Service Desk during the opening hours as set forth in Schedule [1]. The opening hours of the Service Desks are indicative. Supplier will make reasonable efforts to ensure the availability of the Service Desk during these opening hours.
- 3.6 As part of the Services, Supplier will provide SIM-cards to Customer to connect the relevant hardware of Customer via mobile data works with the Portal. The maximum use of data and the Coverage Area for these SIM Cards are set out in Schedule 1. Use of data in excess of this maximum and outside the Coverage Area will be invoiced separately against the rates as set out in Schedule 3. SIM Cards are provided by Supplier and are to be put in a Modem. Customer is only entitled to use SIM Cards provided by Supplier to acquire access to the Portal. The SIM Cards and the underlying mobile numbers always remain property of Supplier. SIM Cards have to be returned at the earlier of termination of the Agreement or the termination of the usage of the SIM Cards. The cost of return or for the account of Customer.
- 3.7 Installation: some Hardware needs to be installed before it can be used by Customer. Supplier may perform such installation against the fees as set out in Schedule 3 (Pricelist). If Customer decides to install the Hardware itself, Supplier cannot guarantee that the Hardware will be able to function in combination with the Portal and any failures in the functioning of the Hardware and the SBS TELEMATICS will be for the account of Customer.

- 3.8 Firmware updates: from time to time certain Hardware may require a firmware update. The costs related to such firmware updates shall be paid by Customer. Supplier may at its discretion decide when such firmware update will have to be implemented. If possible, Supplier will strive to remotely update the firmware. If the firmware cannot be updated remotely, Customer has to return the Hardware to Supplier or has to make an appointment with Supplier to update the relevant Hardware at Supplier's premises. Supplier will give Customer a reasonable period to update the firmware. If the firmware is not updated prior to the date indicated by Supplier, Customer may not be able to use the SBS TELEMATICS, including the underlying Hardware anymore and any failures in the operation of the Hardware and the SBS TELEMATICS are for the account of the Customer.
- 3.9 The Customer acknowledges that the availability, accuracy, performance and reliability of the SBS Telematics Services may depend in part on telematics, communication networks, hardware, software and related services supplied by third parties and made available to the Customer by or through Supplier as part of the SBS Telematics solution. To the extent that such telematics or related services are supplied by third-party suppliers engaged by Supplier, the applicable service levels, availability, accuracy and reliability shall be governed by the service level agreements ("SLAs") of those third-party suppliers.

4 LICENSE, USE AND MAINTENANCE OF THE PORTAL

- 4.1 For the use of the SBS TELEMATICS and for the Term of the Agreement, Customer is granted a non-exclusive right to access and use the Portal, which will end on termination of the Agreement. Customer may not allow third parties to make use of the Portal or any related software and may only use these for its own business purposes in connection with the Hardware. Customer is not allowed and shall not permit any person or entity to modify the Portal or use the Portal for purpose of reselling or renting access to it.
- 4.2 Supplier may at its discretion change the content and functionality of the Portal and may from time to time make available a new or modified version available of the Portal.
- 4.3 Supplier shall perform maintenance with respect to the Portal. Supplier may temporarily put all or part of the Portal out of operation for preventive, corrective or adaptive maintenance or other forms of services. Supplier shall take reasonable efforts to ensure that the period during which the Portal is out of operation is no longer than necessary and shall ensure, if possible, that this period occurs outside office hours on Sundays. If necessary, Supplier is entitled to put the Portal out of operation for maintenance purposes during or outside of office hours and other days than Sundays.
- 4.4 Any maintenance performed by Supplier does not affect Customer's own responsibility for managing the Portal and the other software made available, provided and/or held in the context of the SBS TELEMATICS, including checking the settings and the way in which the results arising from operating the software are used. Customer is responsible for any hardware, infrastructure and software required within its own IT infrastructure to operate the Portal and, if necessary, modify such hardware, infrastructure and software, and effect the interoperability that it desires. The required hardware, infrastructure and software and the required modifications will be provided to Customer timely.
- 4.5 Supplier does not guarantee that the Portal and the other software made available, provided and/or held in the context of the SBS TELEMATICS, if any, is free of errors and functions without interruption. Supplier shall make reasonable efforts to fix any errors in the Portal and the other software within a reasonable term if and insofar Customer has provided a detailed, written description of the defects concerned to Supplier. Where there are grounds for doing so, Supplier may postpone the fixing of defects until a new version of the Portal is put into operation.

Supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the Portal and the other software made available, provided and/or held in the context of SBS TELEMATICS.

- 4.6 Supplier does not guarantee that the Portal and any other software made available and held in the context of SBS TELEMATICS shall be adapted to changes in relevant legislation and regulations on time.
- 4.7 Supplier is never obliged to recover Customer data stored in the Portal that has been corrupted or lost. Unless agreed otherwise, Supplier is not obliged to make specific backups of Customer's data stored in the Portal (including provide extracts thereof). The provision of exit assistance services by Supplier is not included in the Services and out of scope for this Agreement.
- 4.8 Supplier is not obliged to maintain or support customisations specifically developed for Customer irrespective whether such customisations are developed as part of or in addition to the Portal, unless specifically agreed.

5 LICENSE FOR OTHER SOFTWARE AND MATERIALS

- 5.1 If during the Term of this Agreement new firmware versions for any Hardware are provided or made available by Supplier or its suppliers or licensors, Customer is granted a non-exclusive license to use this software in combination with that Hardware. In case of leased Hardware this license ends automatically if the leased Hardware is returned or the Agreement is terminated. Unless agreed otherwise Supplier has no obligation to provide maintenance, support and other services in respect of such other software, website, data files and other materials.
- 5.2 If during the Term of the Agreement other software, website, data files or other materials are provided or otherwise made available to Customer other than the Portal, Customer is granted a non-exclusive right to use and access these for the Term of this Agreement. The license ends automatically if and when the Agreement terminates. Unless agreed otherwise Supplier has no obligation to provide maintenance, support and other services in respect of such other software, website, data files and other materials.

6 HARDWARE

- 6.1 As part of the Services, Customer is obliged to use certain hardware for the use of the SBS TELEMATICS as well as SIM Cards provided by Suppliers. This hardware can consist of:
- (a) Cargo trackers
 - (b) Containerlock devices
 - (c) Modems;
 - (d) High end security locks.
- 6.2 Hardware: Customer may buy or lease the Hardware from Supplier. The choice of Customer and the related fees are as set forth in Schedule 1 and Schedule 3. Customer may also lease the Hardware per trip (pay per trip).
- 6.3 Delivery of Hardware: Supplier will deliver purchased and leased Hardware Ex works (EXW, Incoterms 2000). At Customers request, Supplier will send the purchased and leased Hardware to the address provided by Customer. The transportation costs are for the account of Customer. Supplier shall make reasonable efforts to comply to the extent possible with the delivery periods or delivery dates that it has specified or that have been agreed between the Parties. Any interim dates and delivery dates specified by Supplier or agreed between Parties in respect of the Hardware shall always apply as target dates, shall always be indicative and

therefor shall not bind Supplier in any manner. Customer shall examine any delivered Hardware upon receipt and shall notify Supplier within the notification period as set forth in Clause 16.1 specifying the nature of the lack of conformity of the Hardware, In case Customer fails to properly notify Supplier within this period, it has no remedy for the lack of conformity. When Hardware is non-confirming, Supplier will replace the non-conforming Hardware without unreasonably delay unless replacement would be unreasonable in which case parties will negotiate in good faith another solution. The transport costs of the replacement are for the account of Supplier. Outside replacement, Customer has no other rights related to the non-conformity of delivered Hardware.

- 6.4 Transfer of ownership of purchased Hardware: The ownership of purchased Hardware transfers to Customer when the Hardware has (i) been delivered in accordance with Clause 6.3. and (ii) fully paid for by Customer.
- 6.5 All equipment of Supplier including any leased Hardware, any software, materials and/or documentation supplied by Customer are not transferable and remain the property of Supplier, unless otherwise agreed in writing between the parties.

7 HARDWARE MAINTENANCE

- 7.1 Customer may request Supplier to perform hardware maintenance services in respect of the Hardware as set forth in Schedule 2, for the amount set forth in Schedule 3. This maintenance can only to be provided on Hardware that is purchased or leased from Supplier.
- 7.2 Unless Parties agree otherwise, maintenance will be performed at Supplier's premises or at a premises of Supplier's choice. Customer will make an appointment with Supplier for the performance of the maintenance. Supplier is entitled to charge Customer in full if Customer cancels the appointment within two weeks of the appointment.
- 7.3 Supplier shall perform the maintenance with care to the best of its ability. All maintenance provided by Supplier shall be performed on the basis of an obligation to use best endeavours, unless and insofar as Supplier has expressly promised a result in writing. No further guarantees are provided.

8 LEASE OF HARDWARE

- 8.1 In the event the Customer leases Hardware, this Article 8 will apply.
- 8.2 Customer will lease the Hardware for the term of this Agreement, or as otherwise agreed between the Parties. The lease will end, without any notice required, at the time of termination of this Agreement, unless Parties agree otherwise.
- 8.3 All leased Hardware that Customer receives is deemed to be in a good state of maintenance and without any defects. In case of any defects Customer shall immediately notify Supplier thereof and will follow any instructions provided by Supplier.
- 8.4 Customer will use and manage the leased Hardware with due care and will only use the Hardware in combination with the SBS TELEMATICS and will not:
- (a) alter or change any leased Hardware without the prior written approval of Supplier;
 - (b) Sublet rent the leased Hardware to a third party or otherwise make the leased Hardware available for use by any third party to use; or

- (c) use the lease Hardware as collateral in any way or pledge or encumbrance the leased Hardware.

- 8.5 Customer undertakes, subject to any other agreement in writing between the Parties, to keep the leased Hardware in good condition and to make it available to Supplier in its original condition when it is returned at the end of the lease term or for maintenance purposes during the lease term. Customer shall bear the costs of transportation associated with the return to Supplier. Supplier is entitled to inspect the leased Hardware upon return. Outside reasonable wear and tear, Supplier may have any defects that are reasonable attributable to Customer at Customer's risk and expense repaired. Customer is liable for loss suffered by Supplier due to temporary unusability of the leased Hardware or the impossibility of leasing the leased Hardware to third parties.
- 8.6 During the lease of the Hardware, all risk, including the risk of theft, misappropriation or loss of leased Hardware, will be borne by Customer, even if there is no fault of Customer in that regard. Customer is liable to Supplier for any damages to the Hardware.
- 8.7 If either party wishes to terminate the lease of certain leased Hardware, notice must be given by registered posts with due observance of a notice period of at least three months. If Supplier terminates the Agreement or a lease term due to a breach of Customer, which consequently will terminate the term of the lease, Customer will pay Supplier the rent for the remaining lease period as if the lease has not been terminated prematurely and will end at the end of the current term of the lease.

9 PAY PER TRIP

- 9.1 In the event the Customer leases Hardware per trip, this article 9 will apply on top of article 8.
- 9.2 Return of Hardware: Hardware acquired from Supplier will have to be returned to Supplier by Customer for evaluation, recharging and maintenance purposes in accordance with the policy set forth in Schedule 2 unless agreed otherwise. Customer is obliged to follow Supplier's return instructions as set out in Schedule 2. Supplier will return received Hardware to Customer shall make reasonable efforts to return the Hardware to Customer within the delivery periods and/or dates specified in Schedule 2. These delivery periods and dates are indicative and not binding for Supplier in any manner whatsoever.
- 9.3 Customer shall return the Hardware in the same condition as it was received from Supplier. The Hardware is deemed to be received by the Customer in good condition, unless Parties agreed otherwise in writing. If there are any issues with the Hardware caused by the Customer, all reparation costs will be paid by the Customer. If any Hardware is lost, Customer will reimburse the costs associated with losing the Hardware.

10 INVOICES, PRICE AND PAYMENT

- 10.1 Unless agreed otherwise, Supplier shall invoice the Commencement Fee to Customer immediately upon commencement of the Agreement. Any additional purchased Hardware will be invoiced immediately when the Hardware is purchased by Customer.
- 10.2 The Monthly Fee will be invoiced and paid quarterly in advance. The fee for any Services provided or data used outside the scope of the Monthly Fee will be invoiced at the end of each month.

- 10.3 Partly used Services will be invoiced for one whole month. All payments in respect to the Agreement shall be due regardless of whether or not Customer is using the SBS TELEMATICS, the Portal, the Hardware or any Services.
- 10.4 All Fees are in euros (EUR) and all prices are exclusive of turnover tax (VAT) and other levies imposed by the government.
- 10.5 Customer cannot derive any rights or expectations from a cost estimate or budget issued by Supplier, unless Parties have otherwise agreed in writing. An available budget made known to Supplier by Customer is only relevant between Parties and/or shall only apply as a (fixed) price agreed between Parties for the performance to be delivered by Supplier if this has been expressly agreed in writing. In the absence thereof Customer may never invoke such cost estimate or budget against Supplier.
- 10.6 Customer is not entitled to suspend any payment, or set off any amounts it owes to Supplier against any claims on Supplier.
- 10.7 Without prejudice to Customer's right to produce evidence to the contrary, the information from Supplier's records shall count as conclusive evidence with respect to the performance delivered by Supplier and the amounts owed by Customer.

11 INDEXATION

- 11.1 Supplier may decide to index the Fees. The first indexation may be applied per 1 January of each year
- 11.2 Supplier is entitled to increase its Fees with a higher percentage if the prices of a supplier increase with a percentage higher than the aforementioned index, but not more than the price increase of that supplier.

12 INTELLECTUAL PROPERTY

- 12.1 Supplier will not transfer any intellectual property right to Customer in respect of the SBS TELEMATICS, the Portal, any firmware or any other software, website, data files equipment or other goods or materials used, developed, delivered or made available to Customer under or in connection with this Agreement, irrespective whether such software, website, data files, equipment or other goods and materials are specifically developed for Customer. If Supplier is prepared to undertake to transfer an intellectual property right, such a commitment will only be valid if undertaken expressly and in writing.
- 12.2 All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to Customer under the Agreement, including in the Portal, are held exclusively by Supplier, its licensors or its suppliers. Customer shall have the rights of use expressly granted under the Agreement and the law. A right granted to Customer is non-exclusive and may not be transferred, pledged or sublicensed.
- 12.3 Customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed nor is it entitled to make any change thereto (unless allowed by law).

- 12.4 Customer guarantees that any equipment, software, material intended for websites, data files and/or other goods materials and/or designs made available to Supplier (including any Customer data stored or processed in the Portal) for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties and that all licenses or approvals that Supplier may require in relation to these resources shall be obtained. Customer indemnifies Supplier against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
- 12.5 Upon termination of this Agreement Customer will destroy or delete any copies of software and other material provided by Supplier under or in connection with this Agreement that it has in its possession. Customer will confirm this within one week to Supplier as of the day of termination.

13 CONFIDENTIALITY

- 13.1 Each Party undertakes not to disclose this Agreement or any information contained therein or obtained in connection with the conclusion or performance of this Agreement to any third party, unless there is an obligation to disclose such Confidential Information pursuant to any applicable law, regulation or a binding decision of the court or any other government authority. Insofar as possible, the Party making the disclosure shall consult with the other Party before the disclosure about the form and contents thereof, unless prohibited by the applicable law, regulation or a binding decision of the court or any other government authority. This duty of confidentiality shall not apply to Supplier if and insofar as Supplier is required to provide the information concerned to a third party in accordance the proper performance of the Agreement. The Party receiving the Confidential Information shall only use it for the purpose for which it was provided.
- 13.2 Customer acknowledges that software, hardware, documents, drawings and manuals, originating from Supplier, including SBS TELEMATICS/SBS, and any related documentation, is always the ownership of Supplier and is confidential in nature and that this software, hardware, documents, drawings and manuals contains trade secrets of Supplier and its suppliers or the producer of the software. In case of a breach of confidentiality by Customer, Customer will owe Supplier an immediately due and payable fine of EUR 50.000 per breach.

14 PRIVACY AND DATA PROCESSING

- 14.1 Within the framework of their contractual relations, the Parties undertake to comply with the regulations in force applicable to data processing and in particular the European Regulation 216/679 (the "GDPR").
- 14.2 Customer is fully responsible for the data, including personal data, that it processes in the context of using a service of Supplier, including but not limited to the data it processes in or in connection with the SBS TELEMATICS (including the Portal). Customer guarantees vis-à-vis Supplier that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. Customer shall indemnify Supplier against claims by third parties relating to the processing of data in connection with the Agreement or for which Customer is otherwise responsible. As part of this indemnification Customer also indemnifies Supplier against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by Customer or for which the Customer is otherwise responsible by law, including, but not limited to personal data recorded or processed in the

SBS TELEMATICS (including the Portal), unless Customer proves that the facts on which a claim is based are attributable to Supplier.

- 14.3 Under legislation pertaining to the processing of personal data, such as the GDPR and the local implementation laws thereof in the European Union, Customer has obligations towards third parties, such as the provision of information and the rights of access, rectification, erasure, restriction, data portability and objection of processing. Customer is fully and solely responsible for the fulfilment of these obligations. Parties maintain that the Supplier and its Affiliates are the 'processor' within the meaning of the GDPR with respect to the processing of personal data in the SBS TELEMATICS. Supplier will process the personal data of Customer in accordance with Schedule 5 (Data Processing Agreement).
- 14.4 Supplier may use the Customer data stored in the SBS TELEMATICS (including Portal) for its own purposes including for benchmarking, data analysis, efficiency improvements and other improvements of its Services, as long as Supplier does not process any personal data included in such Customer data.
- 14.5 To the extent that doing so is technically possible, the Supplier shall provide support in the context of the obligations that Customer must fulfil as referred to in 14.3. The costs associated with this support are not included in the agreed prices and payments and shall be borne by Customer. Customer shall on request inform Supplier in writing about the way in which the Customer performs its legal obligations regarding the protection of personal data.

15 SECURITY

- 15.1 The security provided by Supplier as part of the Portal shall only meet the standards set out in <https://docs.microsoft.com/en-us/azure/security>, as updated or replaced from time to time. Supplier does not guarantee that the information security provided is effective under all circumstances. Supplier is not liable for damages suffered by Customer in case of a security breach.
- 15.2 The access or identification codes and certificates provided by or because of Supplier to Customer are confidential and must be treated as such by Customer, and may only be made known to authorized personnel in Customer's own organization. Supplier is entitled to change the access or identification codes and certificates at its discretion.
- 15.3 Customer must adequately secure its systems and infrastructure (including those connected to the Portal or any Hardware) and have adequate active antivirus software protection at all times.
- 15.4 Customer bears the risk of loss, theft, misappropriation or damage of information (including user names, codes and passwords and the data in the Portal or Customer's own IT systems) unless Customer proves that such loss, theft, misappropriation or damage is attributable to Supplier.

16 COMPLAINTS

- 16.1 If Customer has any complaints regarding SBS TELEMATICS any of the Services or Hardware provided by Supplier, Customer is obliged to inform Supplier within five (5) days after discovery of the complaint, and in any event within twenty (20) days after delivery of the Services or Hardware.

- 16.2 If a complaint is justified, Supplier will at Supplier's discretion perform, redo the Services agreed upon or provide replacement Hardware or repair the Hardware, unless this has demonstrably become useless. Complaints do not entitle Customer to suspend any payment, or set off any amounts owed.

17 SUPPLIER'S LIABILITY

- 17.1 Supplier's liability under or in connection with the Agreement, regardless of whether the claim arises out of contract, tort, warranty or any other legal ground, is excluded, except in case of gross negligence or willful misconduct.
- 17.2 The provisions of this article and all other limitations and exclusions of liability referred to in this Agreement shall also apply for the benefit of all natural persons and legal entities that Supplier engages in the performance of the Agreement.

18 FORCE MAJEURE

- 18.1 In the event any delay due to Force Majeure occurs or is anticipated, the affected Party shall promptly notify the other Party of such delay and the cause and estimated duration of such delay.
- 18.2 None of the Parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by Force Majeure. In addition, Force Majeure also applies on the part of the Supplier in case: (i) a Force Majeure occurs on the part of the suppliers of Supplier, (ii) suppliers that were prescribed to Supplier by Customer fail to properly fulfil their obligations, (iii) defects occur in items, equipment, software or materials of third parties of which the use was prescribed to Supplier by Customer, (iv) of government measures, including "Brexit", (v) of power failures, (vi) of internet, data network or telecommunication facilities failures, (vii) of war, and (viii) of general transport problems.
- 18.3 Each Party shall have the right to rescind (*ontbinden*) the contract in writing if a situation of Force Majeure persists for more than sixty (60) days. In such an event, that which has already been performed under the Agreement shall be paid for on a proportional basis without the Parties owing each other anything else.

19 TRANSFER OF RIGHTS AND OBLIGATIONS

- 19.1 This Agreement and Customer's respective rights and obligations hereunder may not be assigned, pledged, transferred or sold by Customer without the prior written approval of Supplier. This provision excludes transferability (*sluit overdraagbaarheid uit*) within the meaning of article 3:83 (2) DCC (*BW*).
- 19.2 Supplier is entitled to assign its rights and obligations under the Agreement to a third party or any of its Affiliates. Supplier is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party or any of its Affiliates. Payment to such third party or an Affiliate of Supplier qualifies as payment to Customer.

20 APPLICABLE LAW AND DISPUTES

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, with the exclusion of its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

- 20.2 In case a dispute arises out of or in relation to this Agreement, the Parties shall try and resolve such dispute amicably. If the Parties cannot reach an amicable solution within fourteen (14) days only then can either Party initiate proceedings in accordance with article 20.3 below. The foregoing is without prejudice to the right of each Party to request preliminary relief in summary arbitral proceedings (*arbitraal kort geding*) and without prejudice to the right of each party to take conservatory measures (*bewarende maatregelen*). Arbitration proceedings shall take place in The Hague.
- 20.3 All disputes that may arise out of or in connection with this Agreement, or with any agreement, document or instrument entered into pursuant hereto or in furtherance hereof, shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering - SGOA*), which has its registered office in The Hague, the Netherlands.

DEFINITIONS

Affiliate	in relation to either Party any entity which from time to time controls, is controlled by or is under the common control with that party. The terms "control", "controlling" and "controlled" mean the legal, beneficial or equitable ownership, direct or indirect, of more than fifty (50) percent of the aggregate of the voting equity interests in such entity
Agreement	this service agreement, including the Recitals and the Schedules.
Clause	a clause of this Agreement
Confidential Information	the information as described in clause 13.1
Commencement Fee	the fee due at commencement of the Services as set forth in Schedule 1
Commencement Date	the date set forth in Schedule 1.
Coverage Area	The territory as defined in Schedule 1
Customer	Customer of SBS
DCC	Dutch Civil Code (<i>Burgerlijk Wetboek</i>)
EUR	Euro
Fees	the fees due under or in connection with this Agreement.

GDPR	the European General Data Protection Regulation (EU) 2016/679
Hardware	each of the hardware as set out in Clause 6.1 that is provided (sold or leased) by Supplier to Customer
Initial Term	the initial term as defined in Clause 2.1
Monthly Fee	the monthly fee due as set forth in Schedule 1
Parties	Supplier and Customer collectively
Party	each of Supplier and Customer
Portal	the Portal provided by Supplier for use by the Customer that is part of the SBS TELEMATICS
Recital	a recital to this Agreement
Renewal Term	the renewal term of the Agreement as defined in Clause 2.1
Schedules	the schedules to this Agreement
Services	the services provided by Supplier as set out in Schedule 1
SBS Telematics	the solution of Supplier that is called the 'SBS Telematics that provides a security solution for the transport world and consists of software, including a Portal and certain hardware.

Supplier

SBS Security & Safety Products B.V

Term

the Initial Term of the Agreement and any
Renewal Terms collectively

4.9 VATVa