

# GENERAL TERMS AND CONDITIONS



## OVERVIEW

These general terms of sale apply to all the goods and services (hereinafter the "Products") offered by CLS, and specifically: equipment rental, hardware sales, services, software licensing. Special terms and conditions that are specific to the abovementioned products and services as well as to certain products, services, third party content, software and/or third party software systems, are likely to apply too and shall in such a case form an integral part of these General Terms and Conditions.

Certain goods or services require the gathering of personal data concerning the Client. The latter declares that it has become acquainted with and accepts without reservations the CLS terms of use of personal data that are accessible on the web site corresponding to the product or service used and that form an integral part of these General Terms and Conditions. The products and services offered by CLS are aimed only at companies that are duly registered in France or abroad (hereinafter the "Client") as part of their usual activity. Under no circumstance may the Client therefore be considered as a consumer and purport thereby to benefit from any consumer protection regulation.

The mere act of the Client placing an order shall automatically imply that it is fully aware of and familiar with these General Terms and Conditions and, save in case of a provision that stipulates otherwise and that is duly accepted by CLS, shall imply that the Client accepts that these General Terms and Conditions apply to its order. No other terms and conditions may prevail over these general terms of sale, unless they have been previously and expressly accepted by CLS. Any contradictory condition imposed by the Client shall therefore be discarded in the absence of express approval by CLS, regardless of when it was brought to its attention. The fact that CLS does not avail itself of any one of these General Terms and Conditions of sale at any moment in time cannot be interpreted as being tantamount to a renunciation to avail itself subsequently of any one of these conditions. CLS shall be entitled to modify these general terms of sale at any moment in time, without notice, it being understood that such modifications shall be inapplicable to any orders previously accepted by CLS, subject to availability.

## ORDERS

The Client may place orders with CLS by post, facsimile, e-mail or telephone. Any order placed with CLS shall give rise to an acknowledgement of receipt, recapitulating the data of the order, which shall be sent to the Client by fax or by e-mail. This acknowledgement of receipt of the order must be approved by the Client and returned to CLS in writing (by post, facsimile or e-mail). No order may be considered as final until CLS receives the duly signed acknowledgement of receipt. CLS shall be entitled to not acknowledge receipt of the order for any reason whatsoever, such as a refusal to authorise payment on the part of the banks or in case of a failure to pay, in case of an incomplete order or a foreseeable problem concerning the supply of the product. Orders can no longer be modified or cancelled after the Client sends its duly signed acknowledgement of receipt, unless CLS agrees to this expressly beforehand.

## PRICES

The applicable prices shall be those that are in force on the date of the order. The currency as well as the taxes that are applicable shall be indicated in the contract signed by the Client. The prices shall be quoted net, not including delivery, but including packaging. They shall not include the taxes, customs duty or any other levies that are applicable to the sale or rental for which the Client shall be responsible and which shall be, where applicable, charged for additionally. Discounts may be extended depending for instance on the volumes ordered. The terms governing these discounts are set out in the "pricing terms and conditions". Prices may be revised at any time due to supplier or production cost changes. CLS will give a written notice at least (3) three months in advance. The customer may, during this 3 (three) month period, terminate the contract by register delivery. After this deadline, the revised prices will be applied.

## PAYMENT – DEPOSIT

The invoices issued by CLS must be paid by the Client within 30 calendar days following the date on which they are issued. In addition to the rescission of the contract as stipulated by the article entitled "Rescission", any failure to pay any moneys that are due may, at the discretion of CLS, lead as of right and without any need for any prior notice, to the charging of interest for late payment which shall be incremented by any applicable taxes, as well as by the costs and fees incurred in recovering the moneys, including legal expenses. This interest shall be calculated based on the entire moneys that are still owed by the Client, from the day when they become due until the day when they are paid, at the European Central Bank's standard rate incremented by ten points, for each day of delay. When a deposit is required from the Client, this shall be held by CLS throughout the performance of the contract and shall not accrue any interest. A deposit is not designed to ensure the normal payment for the services, nor to be offset against any and all costs for which the Client is responsible. The Client therefore shall not have the right to invoke same as grounds for refusing to perform its obligations. Should this contract be rescinded for any particular reason, CLS may use the deposit as part payment for the moneys owed to it by the Client. The deposit shall be returned, upon expiry of the contract, subject to the deduction of any moneys that may be due to CLS.

## THE OBLIGATIONS OF CLS

In the case of sale or rental of products, CLS pledges to deliver the hardware that is bought or rented in accordance with the order. In the case of any other service, the parties hereby acknowledge and agree that CLS and its partners shall be bound by an obligation to use the requisite means as part of the performance of the contracts drawn up and signed based on these General Terms and Conditions. The Client acknowledges and agrees that the goods and services offered by CLS implement complex technologies, in particular in the case of the geo-location and data gathering systems deployed, and that CLS cannot guarantee that these services shall operate without interruption or without errors or shall be accessible without geographical limitations. CLS, its subsidiaries, subcontractors and commercial partners cannot under any circumstance guarantee the punctuality of the provision of the data, its accuracy or its suitability for any purpose whatsoever and they cannot be held responsible for any damage that may result from the faulty operation of the products and services on offer.

It is therefore up to the Client to secure information on the limitations to the uses of the products and services of CLS and to perform prior tests before any effective use of the said products and services.

## WARRANTY - LIABILITY

CLS hereby disclaims liability for any damage caused to the property or personnel of the Client or to third parties owing to the use of the products and services whatever the cause thereof and in particular, but not limited to, any direct or indirect damage, such as loss of contracts, loss of clients and in general, any commercial disruption suffered by the Client. Given that the delays affecting geo-location systems are beyond human control, the figures quoted are merely indicative and the delays experienced can sometimes be significant. Therefore, CLS shall not be liable in case of any use of its products and services to ensure the safety of property and people, given that the products and services offered by CLS were not designed for such applications. The Client pledges not to bring any claims or action against CLS, its subsidiaries or its servants and agents, nor against its commercial partners, and specifically those which operate the communication networks involved; the Client pledges to compensate the said natural and legal persons for any claim or action brought by a third party and any court award of damages, or any losses or other expenses incurred in connection with the said claims or actions (including attorneys' fees), if the said complaint or action is founded, whether directly or indirectly, wholly or partly, on the provision or failure to provide the services. In the event that this liability clause should run counter to the provisions of any other document issued to the Client or of any other agreement, whether written or verbal, between the

Client and CLS, the provisions of this liability clause shall prevail over the said document or agreement, unless the parties agree otherwise in writing. In any event, the liability of CLS may not exceed the sum total of the moneys invoiced to the Client during the 12 months prior to the fact that generated any grounds of liability likely to be borne by CLS.

## THE CLIENT'S OBLIGATIONS

The Client pledges to comply with the normal use of the products and services to which it has access. Any use that is considered abnormal by CLS or by an operator associated with the delivery of the products or services may lead as of right, and without any prior notice, to the rescission of all contracts that are under way at the time, in keeping with the terms of the article entitled "Rescission", without precluding any damages that are likely to be claimed from the client in keeping with the terms of the article entitled "Compensation". The Client shall be responsible for the acquisition, the implementation and the maintenance of the IT and telecommunications resources needed for the use of the products and the access to the services subscribed to from CLS.

## COMPENSATION

In the event of a breach of these General Terms and Conditions and/or of a violation of the prevailing laws or regulations, the Client pledges to guarantee and to compensate CLS for any damage, whatever the nature thereof, any complaint or court proceedings arising from third parties or from the technical and commercial partners of CLS, in connection with the Client's use of the products and services of CLS. This warranty shall cover in particular: any awards including any compensation or damages, as well as lawyers' fees and legal costs.

## IDENTIFIERS

The use of certain products or services requires the prior allocation of an identifier, a password and/or a physical key (smartcard, USB key, etc.). These identification elements are strictly personal and confidential and must not be disclosed or shared with third parties. Under no circumstance shall CLS be liable for the loss of its identification elements by the Client. The Client shall bear full liability for the use of its identification elements by both itself and/or by third parties, as well as for the actions or declarations made via its identifiers, be they fraudulent or not. The Client hereby guarantees CLS against any claim in this respect. Moreover, CLS does not have the means to check the identity of the persons accessing its services and cannot therefore be liable for same. If the Client has reason to believe that a person is using its identification elements, it must immediately mention this to CLS in order to ensure that the appropriate measures are taken. The terms and the costs that are applicable to renewals of the identification elements are set out in the special terms and conditions relative to each product or service offered by CLS.

## GENERAL RULES APPLICABLE TO USAGE AND STORAGE

The Client hereby acknowledges and accepts the characteristics and the limitations imposed by CLS and its partners on the use of the products and services. Specifically, the Client acknowledges that CLS and its partners can set and determine the authorised duration or the volume of any communications, or the maximum volume of data stored, depending on which service is subscribed to.

## RULES GOVERNING THE USE OF THE NETWORKS

The Client, as the user of a product and/or of a service offered by CLS, declares that it acknowledges and accepts the characteristics and the limitations of the telecommunication networks to which it may have access. The Client acknowledges in particular:

- that it is aware of the nature of the network used and, in particular, of its technical performance and of the response times for viewing, querying and transferring data and information,
- that the data transiting over the networks is not necessarily protected, for instance against any misuse or misappropriation,
- that the Client's disclosure of its identifiers to third parties, and, in general, of any information deemed confidential by the Client, shall take place at its own risk,
- that it is up to the Client to take all appropriate measures so as to protect its own data and/or software from contamination by viruses,
- that the data to which it has access may be regulated in terms of usage or may be protected by a right of ownership.

In general, the Client shall bear full liability for all the data and information that it transmits and receives via the products and services of CLS.

## SUSPENSION

CLS and its partners shall be entitled to suspend, at any moment in time, the access to and the use of the services for a limited period of time for internal and/or technical reasons as well as in the event of a breach of these General Terms and Conditions and/or in the event of a violation of the prevailing and applicable statutory and regulatory provisions. In case of a suspension justified by internal and/or technical reasons, CLS and its partners shall endeavour to inform the Client beforehand prior to the scheduled date of the suspension of the access to the Services. In case of a suspension that is made necessary owing to a breach of the General Terms and Conditions or owing to a violation of the prevailing statutory and regulatory provisions, this suspension shall take place on the date on which the Client receives or on the first attempt to deliver to the Client a letter sent by recorded delivery with acknowledgement of receipt.

## RESCISSION

The contracts that are drawn up based on these General Terms and Conditions may be rescinded as of right by CLS, without providing any notice or accomplishing any formality beforehand, in the event of non-performance of a single term of the contract and/or of these General Terms and Conditions, such as in the event of non-payment of a single invoice, any reduction of the guarantees and sureties provided, the seizure or sale of the leased hardware, as well as if the Client disappears, is wound up or ceases to trade. If the Client has signed several contracts with CLS, the rescission of one of them may, at the discretion of CLS, lead to the rescission of the others, with the application of the compensation stipulated by each of them. In the case of the rescission of a rental agreement, the Client shall have an obligation to immediately return the leased hardware to the premises of CLS. Should the Client fail to do so, the Client acknowledges and agrees that CLS shall be entitled to commission the removal of the equipment wherever it be found, at the expense of the Client, whether amicably, or pursuant to a ruling handed down by a competent court or authority. In the case of the rescission of a contract for services, the Client pledges to immediately and spontaneously stop any use of the Service that was subscribed to, such as by deactivating the equipment that generates the service, failing which the Client hereby acknowledges and accepts that CLS shall be entitled to invoice the use of the services at the normal prevailing rate.

## FORCE MAJEURE

CLS shall not bear any liability for any breach of contract on its part due to circumstances of force majeure. The performance of its obligations shall be delayed until the end of the circumstances of force majeure. Should the circumstances of force majeure persist for longer than two (2) months, the contract may be rescinded without any compensation being due to either party at the request of either one of the parties if it is not considered to be suited to the new circumstances by both parties. The prices of the services that are interrupted shall be discounted although this interruption shall not warrant any late payment on the part of the Client.

## EARLY TERMINATION

In the case of a contract featuring successive instalments (such as for the rental of equipment, subscription to services, etc.), should the Client rescind the contract before the normal term of the contractual period that is under way at the time, the entire moneys that would normally be due by the Client under the contract shall become due immediately.

## PERSONAL DATA

The Client hereby acknowledges and agrees that its use of certain products and subscription to certain services may require the gathering of personal data. To that end, the Client declares that it has become acquainted with and accepts without reservations CLS's terms of use concerning personal data in relation to the Service that was subscribed to, said terms of use being accessible online on the web site corresponding to the service that was subscribed to, and forming an integral part of these General Terms and Conditions. In accordance with France's data protection law no. 78-17 of 6 January 1978, the Client has a right to access, modify, correct and strike out its personal data. This right may be exercised by contacting the customer service department CLS at the address and numbers that are indicated at the start of this document. The Client acknowledges and agrees that CLS may be compelled, in order to comply with an applicable law, to disclose all of the data that it holds concerning the Client and whose disclosure might be required by a competent court or administrative authority. Moreover, le Client may, either upon filling in the form for opening an account or subsequently, ask to be entered on the list of resellers featuring for instance on the web site of CLS which is accessible at the following address: www.CLS.fr, or at any other address that might be substituted to it from time to time.

## MISCELLANEOUS

The Client hereby acknowledges that CLS is entitled to transfer, assign or subcontract/factor out to third parties the contracts that are drawn up and signed pursuant to these General Terms and Conditions as well as any debts that result from same and their recovery, including a facility of substitution. The nullity of any one of the terms of these General Terms and Conditions, such as due to the application of a law, a regulation or pursuant to a ruling of a competent court or authority which has become final and is not subject to appeal, shall not lead to the nullity of the other terms, which shall retain their full ambit and effect.

These General Terms and Conditions as well as the sales and services that they govern shall be governed by French law, whatever the place of performance of the service and the particular geographical location of the Client. Should a dispute arise in connection with these General Terms and Conditions and the contracts that they govern, then after an attempt to seek an amicable settlement, the competent courts of the catchment area of the Court of Appeal of Toulouse, France shall have exclusive competence, even in case of incidental claims, multiple defendants and rejoinders, including for summary proceedings or proceedings pursuant to a petition, protective measures and injunctions.

## SPECIAL TERMS AND CONDITIONS GOVERNING ACCESS TO THE SERVICES

These special terms and conditions apply to the Client's access to one or more of the services (hereinafter the "Service") offered by CLS.

## CONDITIONS OF ADMISSION

Access to certain services is subject to the Client's prior admission to the system in question, such as for instance the Argos, Iridium or Shiploc systems, etc. The Client must fill in the corresponding application for admission, which is available from CLS. CLS shall then send this to the body in charge of managing the system involved. CLS has no control over the admission terms and timescales that shall be applied to the Client and cannot therefore guarantee the waiting time or a decision to admit the Client to a given system. No claims may be brought against CLS in connection with same.

## THE CONTENT OF THE SERVICE

The Service offered by CLS is described in the corresponding contract. The Service involves making geo-location data or satellite data collection services as well as the values of the other parameters provided by the hardware used available to the Client at its processing centre in Toulouse.

## RIGHTS TO USE THE SERVICE

The right to access the Service that is granted by CLS to the Client shall be non-exclusive, personal and non-transferable. The Client pledges not to:

- attempt to use the Service for any purpose other than that for which it is intended to be used, to manipulate in any way whatsoever the content and in general the information and data provided via the Service, to conceal the source and the origin of the data received or sent via the Service,
- download, display or transmit any content incorporating computer viruses or any other code, file or program designed to interrupt, destroy or limit the functionality of any software, computer or telecommunication tool, this list being non-exhaustive,
- commit any action that has a disruptive effect and/or that hinders the real-time communication capacity of CLS and of its partners, such as that of the operators of the communication networks,
- hinder or disrupt the Service, the servers, the networks that are connected to the Service, or refuse to comply with the requisite conditions, the procedures, the general rules and/or the applicable statutory and regulatory provisions.

The Client pledges not to transmit data, content or information that is altered, misleading or flawed and in general against the applicable law in light of its geographical location. The Client shall be fully responsible for the data that it transmits via the Service.

## PERIOD OF ACCESS TO THE SERVICE I VOLUME OF DATA

The Service shall be provided from the start date to the end date mentioned in the corresponding contracts, regardless of the Client's effective consumption of the services provided via the Service (access times or volume of data). The Client hereby declares that it has become acquainted with and approves the terms and conditions applicable to pricing that are set out in the contract corresponding to the Service that was subscribed to and in particular the additional charges that are likely to be activated should the data volume or access time initially requested be exceeded. Yearly and monthly fees are automatically renewed. Yearly and monthly service suspension shall be effective once written confirmation has been received at CLS from the customer at least one month before the renewal.

## EXPIRY OF THE CONTRACT

Upon expiry of the contract, the Client pledges to immediately and spontaneously put an end to any use of the Service that was subscribed to, such as by deactivating the equipment that generates the Service. Should the Client fail to do so, then depending on the available technical options, CLS may at its discretion either suspend the Client's access to the Service or invoice the Client at the full rate that is in force at the time as shown in the corresponding contract, without the Client being able to claim an entitlement to any preferential pricing terms granted under the contract, a fact which the Client hereby acknowledges and accepts.

## UNAVAILABILITY OF THE SERVICE

CLS shall endeavour to ensure the permanent accessibility of the data sent by the intermediary in charge of the Service that is subscribed to but shall not under any circumstance guarantee that it shall operate without interruption or failure. In case of a complete stoppage of the Service that was subscribed to for reasons that are due to the satellites or to the processing centre, the end date of the Service shall be deferred by one day for each calendar day during which it does not operate properly. The Client may not claim any other compensation if it is impossible to use the Service. Moreover, CLS shall not under any circumstance be held liable for any failure of the communication equipment used by the Client where this was not supplied by CLS. ■