

General Terms and Conditions ASPIDER-NGI

1. Definitions

The following terms (in singular or plural form) as used in these General Terms and Conditions shall have the following meanings:

Activation The process by which the Customer makes the Order up to the moment of the provision of Services in accordance with the terms included in the Agreement.

Activation Date The date on which the Service or Services are confirmed to be provisioned for use.

Activation Test The tests which are performed by ASPIDER in accordance with Section 5.1 (Services).

Agreement The Agreement between the Customer and ASPIDER on the basis of which the Services are provided, consisting of the Offer, Annexes and these General Terms and Conditions.

Annex Any annex identified in the Offer of the Agreement (as defined hereof).

Applicable Law Any Dutch law, including, but not limited to, legislative enactments and regulatory requirements (encompassing decisions and rulings of National regulatory authorities), which need to be observed in connection with the rendering of the Services, including, but not limited to, the relevant data protection laws and telecommunications acts(s).

Confidential information All information (whether written or oral) disclosed by a Party to the other Party under these General Terms and Conditions that is designated - or should reasonably be regarded - as confidential, including the existence and contents of the Agreement, of any information related to business affairs, customers, products, developments, trade secrets, know-how and personnel.

Continuing Performance Contract An Agreement that continues to be active for a continuing period of time.

Charges The charges payable by the Customer for the Services as calculated in accordance with the prices, fees or tariffs and commercial conditions as set out in the Agreement.

Customer The company or person acting in the course of his business with whom the Agreement is signed.

End User An actual user of a Service or the Services.

Interruption In a material sense, when a Service does not meet the functional specifications agreed in the Service Description.

Month Unless the context indicates that a full calendar Month is intended, a month is a continuous period from a specified date until the same date in the following calendar Month.

Offer An offer or quotation from ASPIDER to Customer for the purchase of products and/or Services. The Offer includes a description of the Services, the fees and the terms and conditions under which these will be offered.

Order A written request for products and/or Services placed by an authorized representative of the Customer on the terms as specified in the Offer.

Party / Parties ASPIDER or the Customer / ASPIDER and the Customer jointly.

Service The service or services listed in the Agreement to be provided in the Territory by ASPIDER to the Customer.

Service Description A document compiled by ASPIDER in which the Service is specified.

Software The object code of computer programs or programming forming part of the combination of equipment, processes, products and services of ASPIDER which are integrated and operate together to provide the Services, and includes any operating software and any associated documentation relating to the Services, including user manuals and process guides, reports, diagrams, operating manuals, descriptions, educational materials and schematics and any other documentation identified to be supplied by Supplier.

Telecommunication Standards Radio Equipment and Telecommunications Terminal Equipment Directive 1999/5/EC and any relevant applicable local standard(s) or guideline(s) (as updated, reissued and implemented from time to time, as well as with the 3GPP series 34 TS and in case of LTE, 3GPP TS 36 to ensure compatibility with the Service(s) and the network.

Term The agreed term as indicated in the Agreement.

Territory The agreed countries as indicated in the Agreement, in which the Services may be ordered and used by the Customer.

Trademarks Trade names, trademarks, logos or other identifying product or service marks used by a Party.

Working Day Monday up to and including Sunday, with the exception of days of the week and/or public holidays as specifically indicated in an Annex or an Order.

2. General Provisions for the Relationship between Parties

2.1 The person acting on behalf of the Customer when placing an Order and concluding an Agreement represents to ASPIDER that he/she is a person who is authorized to do so.

2.2. The Customer agrees that he will purchase Services from ASPIDER.

2.3 No rights may be derived from these General Terms and Conditions to act on behalf of the other Party, unless the Parties explicitly agree otherwise in writing. The conclusion of - or performance under - these General Terms and Conditions is not intended - and shall not be interpreted so as - to give rise to any corporation, association or partnership.

2.4 ASPIDER may sub-contract the performance or any of its obligations under the Agreement. Notwithstanding any sub-contracted obligation: (i) ASPIDER is responsible vis-a-vis the Customer for the performance of the Services and the observance of the obligations under the Agreement and (ii) ASPIDER will remain the Customer's single point of contact for all matters related to the Services, unless agreed upon otherwise in writing.

2.5 ASPIDER may at all times assign any or all of its rights and obligations under the Agreement to any third party.

2.6. The Parties agree that the legal relationships between them will not be subject to any stipulation comprised in article 6:227b, first paragraph and article 6:227c of the Dutch Civil Code or any other similar arrangement based on (the E-commerce) Directive 2000/31/EG (PbEG L178 of July 17th, 2000).

General

2.7 These General Terms and Conditions shall apply to all Orders, Agreements and any preceding or subsequent legal relationship between ASPIDER and Customer. The applicability of any other general or special terms or conditions is expressly rejected.

2.8 In the event of, and only to the extent of, any conflict between the various documents belonging to the Agreement, the following will be the order of precedence:

- First, the Offer; then
- The Annexes; and finally
- The applicable General Terms and Conditions.

2.9 If any provision is held invalid, illegal, non-binding or unenforceable, whether in whole or in part, that provision will be enforced to the maximum extent permissible, and the other provisions shall remain in full force and effect. ASPIDER and the Customer will make every effort to reach agreement on a new provision which differs as little as possible from the invalid, illegal, nonbinding or unenforceable provision, taking into account the substance and purpose of the Agreement.

2.10 ASPIDER shall be entitled to amend and supplement the General Terms and Conditions upon prior written notification.

2.11 A waiver of a breach of any provision in the Agreement will not constitute the waiver of any other breach of any other provision in the Agreement. To be enforceable, a waiver must be in writing and signed by a duly authorized representative of the waiving Party.

Interpretation

2.12 The Parties agree that the governing language of this Agreement - and any notices related hereto - shall be English. However, English words are used for the purpose to describe Dutch law

concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.

2.13 The titles and headings in these General Terms and Conditions are for reference only and are not meant to create any limitation or expansion to the meaning of any provision.

3. Offers by ASPIDER

3.1 Any Offer can be retracted by ASPIDER at any time, unless the Offer includes a specific deadline for acceptance. In the latter case, the Offer will remain valid until it expires when the offer remains unaccepted by Customer after the specified deadline for acceptance.

3.2 The Offer is only valid if it provides the Customer enough information to enable the Customer to assess the true content of the Offer and to understand what rights and duties are attached to accepting the Offer. Obvious errors or mistakes do not bind ASPIDER.

4. Orders and the Agreement

4.1 Unless otherwise agreed in writing, Orders shall only be concluded in the English language.

4.2 ASPIDER will register the relevant data for each new Order. Each Party will be responsible for the accuracy of the instructions and the information provided by such Party as part of an Order. Neither Party will be obliged to check the accuracy of the information provided by the other Party. ASPIDER may impose further requirements on the Order and the required information for the Customer to meet. Orders which do not meet the requirements will not be accepted.

4.3 An Agreement between the Parties will be concluded only at the time that an Order received from the Customer is accepted by means of a written or electronic confirmation by ASPIDER or, in the absence of the confirmation, at the time that ASPIDER commences the implementation of the Agreement.

4.4 ASPIDER is authorized to terminate negotiations with a prospective Customer at all times, without giving its reasons to do so and without being liable for any possible damages arising out of such termination. ASPIDER can never be obliged to continue to negotiate with a prospective Customer.

4.5 Within the limits of the law, ASPIDER may inform whether a Customer has the ability to fulfil its financial obligation, as well as gather any knowledge, facts and information about Customer's ability to fulfil any obligations in relation to this Agreement. Based on the aforementioned assessment, and in the event ASPIDER has grounds to do so, ASPIDER is entitled to refuse any Order, or only enter into the Agreement under special (or additional) terms, and is not required to provide its reasons for doing so.

5. Services

5.1 ASPIDER will endeavor to render the Services with due care and in accordance with the Service Description and the agreed arrangements, deadlines and procedures. All given delivery times or deadlines serve as guidance only and are therefore never fatal, unless explicitly agreed otherwise in writing. In order to assess whether it is technically feasible to supply the Services, some tests will be performed prior to providing the Services. The results of these tests are not legally binding. If it appears that it is technically not feasible to supply a Service or the Services to the Customer, ASPIDER is entitled to terminate the Agreement on that basis, without being obliged to pay any compensation.

5.2 It is technically impossible to prevent every failure or limitation of a Service or the Services. ASPIDER will, in compliance with the Agreement, provide its reasonable endeavors to remedy Interruptions in the Services as soon as possible.

6. Activation and provision of Services

6.1 If agreed on between the Parties and as part of the Activation, ASPIDER will, prior to the Activation Date, perform an Activation Test in accordance with Section 5.1.

6.2 ASPIDER will provide to the Customer a 'notice of provision of Services' confirming, inter alia, the Activation Date on which the Term will commence.

6.3 From the Activation Date, ASPIDER will provide the Service(s) as specified in, and for the duration of the Term as a Continuing Performance Contract.

6.4 Within 10 days of the Activation Date, the Customer must notify ASPIDER, by written notification, of possible Interruptions in the Services.

6.5 If the Customer has notified ASPIDER of an Interruption in accordance with Section 6.4, ASPIDER will provide its reasonable efforts to remedy the Interruption, repeat the Activation Test and, in accordance with Section 6.2, supply a 'notice of provision of Services'.

6.6 The Customer shall be allowed to grant a right to use the Services to End Users in accordance with and only insofar as stipulated in the Agreement. The Customer shall remain responsible for the use of the Services by End Users.

7. Term, Termination and Dissolution

7.1 The Agreement is entered into for the Term agreed on by the Parties. If the Parties have not determined the Term, then the Term shall be 12 (twelve) Months.

7.2 The Term will commence on the date on which the Service is, or Services are made available for use.

7.3 Either Party can terminate the Agreement subject to three months' prior written notice, unless otherwise agreed on in the Agreement by the Parties.

7.4 Of any Continuing Performance Contract that has not been terminated in accordance with Section 7.3, the Term will automatically be renewed for successive periods of twelve (12) Months under the same General Terms and Conditions as specified in the Agreement.

7.5 If the Customer wishes to terminate a Continuing Performance Contract prior to the expiry of the Term, Customer shall pay ASPIDER a termination charge equal to one hundred (100) percent of the Charges that would have become due for the remainder of the Term, in addition to all Charges outstanding at the date of termination of the Agreement.

7.6 Each Party has the right to dissolve the Agreement immediately and without judicial intervention in the event that (a) the other Party is being declared bankrupt, (b) is dissolved or (c) in the event the other Party materially breaches the Agreement and such a breach is not remedied within thirty days of the written notification from the non-breaching Party demanding remedy. Termination is possible without written notification pursuant to this Section 7.6 if such remedy by the Customer is permanently impossible.

7.7 ASPIDER has the right to dissolve the Agreement, partially or in full, without judicial intervention in the event of (a) the Customer has provided incorrect or incomplete information to ASPIDER upon or after the conclusion of the Agreement, or (b) the Customer does not pay invoiced amounts for Services and / or other (mobile) services.

7.8 Unless determined otherwise in this Section 7, the termination or dissolution of the Agreement under this Section 7 shall be carried out by means of a written statement to that effect either by registered mail or by confirmed e-mail.

7.9 In the event of termination of the Agreement, the provisions in these General Terms and Conditions shall cease to apply, with the exception of the provisions of these General Terms and Conditions which, from their nature, do not lapse, including in any case the provisions relating to notification, confidentiality, liability and applicable law.

7.10 The termination of the Agreement shall not prejudice or affect a right of action or remedy which shall have accrued or shall accrue subsequently under this Agreement to either Party.

8. Standards Compliance, Developments and Service Maintenance

8.1 ASPIDER will use reasonable efforts to ensure that the provision of Services is in accordance with Applicable Law and Telecommunication Standards. ASPIDER shall give notice to the Customer if, as a result of amendments to Applicable Law, ASPIDER is unable to provide the Services in accordance with Applicable Law without the assistance of the Customer. The notice shall give details of the issue concerned and the activities to be undertaken by the Customer in order to ensure that the Services are provided in accordance with Applicable Law. The Customer will be obliged to carry out such activities and until Customer has carried out said activities, it shall not oblige ASPIDER to comply with the relevant conflicting provisions in the Agreement.

8.2 The Customer shall comply with all laws and regulations applicable to it for its use of the Services, including, but not limited to, Applicable Law and Telecommunications Standards.

8.3 A Service may be modified at any time. ASPIDER will inform the Customer in a timely manner, unless ASPIDER is not reasonably able to do so, about:

- modifications to the technical properties and possibilities of a Service; and
- modifications to the geographical coverage of a Service;

insofar as any modification has a material impact on the Services;

8.4 The Parties will cooperate with each other and will provide required information to each other to ensure that the Services are maintained and continue to function properly.

9. Privacy

9.1 When processing data (including personal information and traffic data) relating to the Customer for the purpose of providing the Service or Services, ASPIDER will duly observe the Applicable Law.

9.2 Insofar as necessary, ASPIDER will notify the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) of the processing of personal data.

9.3 ASPIDER may process the data referred to in Section 9.1 for the purposes of invoicing, managing the accounts receivable, handling of complaints and dispute settlement, traffic management, detecting and combating misuse, suspected fraud or fraud, assessing the Customer's creditworthiness (which may involve providing the data to third parties), checking due observance of the Agreement and deriving general information from the Customer's traffic figures for various marketing purposes. Furthermore, ASPIDER may also forward the data to third parties when executing the obligations under the Agreement. To this extent, the Customer allows ASPIDER to have data processed by such third parties for such purposes. If, due to Applicable Law, each End User should give permission in this respect as well, the Customer guarantees that it is authorized to represent the End User in this matter. The Customer shall defend, indemnify and hold ASPIDER harmless from and against any claim made, or any suit or proceeding brought against ASPIDER by an End User alleging that the Customer did not have the right to consent to the processing of such End User's personal or traffic data.

10. Interruptions

10.1 If an interruption occurs in the operation of a Service, the Customer will as soon as reasonably possible report, and clearly describe, the interruption to ASPIDER.

10.2 ASPIDER will, as soon as possible after the interruption has been reported, provide reasonable endeavors to investigate and remedy the interruption. ASPIDER will provide reasonable endeavors to take such measures as soon as possible to recover the use of the Service for the Customer or allow the Customer to make use of a comparable alternative service. ASPIDER however cannot guarantee that an interruption can always be resolved.

10.3 Customer will always timely provide ASPIDER of all information and circumstances which may affect the Services and troubleshooting.

11. Suspension of Services and Use of Content

11.1 Supplemental to the suspension grounds existing at law, ASPIDER shall have the right to suspend the Services if the Customer fails to comply with any of its obligations under the Agreement, unless such suspension or termination is not reasonable given the relevant non-compliance of the Customer. ASPIDER will resume the Services once the Customer does fulfill its obligations under the Agreement.

11.2 In case the non-compliance is related to an (alleged) infringement, unlawful or non-compliant use of the Services, ASPIDER shall be permitted to suspend access to the Services.

11.3 ASPIDER shall have the right to partially or fully suspend the Services for the purpose of routine and ad-hoc maintenance. ASPIDER shall try to keep such maintenance to a minimum and will use reasonable efforts to notify the Customer in advance of such maintenance.

11.4 The Customer's obligation to pay the Charges shall continue to exist throughout the period of suspension of the Services in accordance with the preceding paragraphs. Suspension will take place without the Customer being entitled to any compensation.

11.5 ASPIDER shall have the right to suspend the provision of a Service or the Services forthwith, partially or in full, where ASPIDER is obliged to do so by the mandatory order of a governmental authority or regulator, or if such action is necessary to comply with (or enforce) legislation or amended legislation.

12. Use of the Services and Content

12.1 All use of the Services by Customer and End User is subject to the terms specified in the Agreement. The Customer agrees to comply with, observe and make part of any agreement between it and its End Users, any obligations, requirements or restrictions for use of the Services as covered in the Agreement.

12.2 ASPIDER is entitled, without any prior notification, to make procedural and technical changes and/or improvements to the Services. If, in the opinion of ASPIDER, the change and/or improvement substantially adversely affects the accessibility and performance of a Service or the Services, ASPIDER will, within a reasonable period of time prior to the introduction of the change and/or improvement, inform the Customer.

13. Charges

13.1 All Charges are in euros and exclusive of VAT and other charges, taxes and duties imposed by a government authority, regulatory body or agency.

13.2 The Customer agrees to pay to ASPIDER the agreed Charges for the provision of the Services.

13.3 Provided that the Charges are related to a specific period of time and are not owed for the entire period, ASPIDER can charge an amount on a pro rata basis per calendar day.

13.4 ASPIDER is entitled to unilaterally increase its Charges at any time. Unless it is expressly agreed upon in writing that the Charges will apply for a certain period of time, the announced change of Charges will come into effect 2 (two) months after said announcement.

13.5 Only if the change of the Charges referred to in Section 13.4 concerns a price increase with which the Customer cannot agree, then Customer has the right to partially terminate the Agreement within 30 (thirty) days after the announcement of the change. The date of termination will be the date on which the increase is to take effect.

13.6 ASPIDER reserves the right to adjust the Charges for Services every calendar year based on the Statistics Netherlands (CBS) Consumer Price Index of the preceding calendar year. The right to terminate the Agreement pursuant to Section 13.5 does not apply in case of an increase of Charges pursuant to in this Section 13.6.

14. Billing and Payment

14.1 The purchase of the (Services will be invoiced to the Customer over the preceding Month.

14.2 The Customer shall accept digital invoices from ASPIDER.

14.3 The Customer shall pay for the Services within thirty (30) days of the invoice date by transferring the amount due to a bank account in the name of and designated by ASPIDER. Upon expiry of said payment term, Customer shall be in default without further notice.

14.4 In the event the payment method used by Customer involves costs for ASPIDER, ASPIDER is authorized to pass on these costs to Customer, which costs Customer accepts and shall pay to ASPIDER.

14.5 All taxes (other than taxes assessed on the net income of ASPIDER) charges, imports, customs and other duties or levies and all costs or expenses incurred by ASPIDER are the responsibility of Customer. There shall be no deduction in respect of any such taxes, or any offset against payment for any taxes and all payments shall be grossed up to take account of any withholding taxes.

14.6 Customer shall pay a late charge equal to the statutory interest for all amounts not paid within thirty days of the invoice date, plus all costs, including reasonable legal fees, incurred to collect any unpaid amounts.

14.7 Customer is not entitled to setoff payments due.

14.8 All invoices and disputes regarding an invoice must at least explicitly mention the Agreement's reference number, the applicable invoice number, the applicable invoice date, the invoice period, the Service supplied, the object and arguments of protest (if applicable). All disputes must be sent to: invoice@aspider-ngi.com. All invoiced amounts not disputed in writing within thirty days of the invoice date are deemed undisputed. Customer shall only be entitled to suspend payment of a disputed part of the debt. ASPIDER shall inform Customer within five working days of its reasons for seeking recourse to suspension of payment. If disputes are entered against invoices after payments have

already been made and if the dispute leads to the adjustment of the invoices, then the amount which has been paid too much or too little shall be settled with the invoice amounts of the first possible invoice which shall be sent after the amount to settle has been determined.

Guarantee of Payment

14.9 ASPIDER has the right to require any (form of) payment security and the Customer is under the obligation to grant such payment security to ASPIDER at ASPIDER's first request.

15. Use of Intellectual Property

15.1 The Parties agree that they are not entitled to use each other's Trademarks, except and insofar as this is explicitly permitted by the Agreement.

15.2 Subject to this Section 15, the Agreement does not have the purpose to transfer intellectual property rights or issuing user rights or other rights on intellectual property rights, to the other Party.

15.3 Software shall remain the property of ASPIDER or its suppliers.

15.4 The Customer shall not be permitted to copy the Software other than for back-up purposes. In making back-up copies, the Customer shall leave intact all signs which indicate ownership and origin.

15.5 The Customer shall not be permitted to make alterations or additions (or have them made) to the Software.

15.6 The Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software (which term shall be deemed to include any user documentation); modify, translate, or create derivative works based on the Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software; use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized End Users of the Customer; or remove any proprietary notices or labels with respect to the Software.

16. Liability

16.1 ASPIDER assumes no liability towards the Customer within the context of the execution of the Agreement, except as stipulated in this Section 16.

16.2 ASPIDER does not warrant that a Service or the Services will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from the use of a Service or the Services. ASPIDER disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. ASPIDER cannot be held liable for any loss or damage suffered by Customer or any third party as result to the use of a Service or the Services.

16.3 Customer agrees it is liable for any damages caused by Customer and/or End User in relation to this Agreement and will indemnify and hold harmless ASPIDER in relation to third party claims relating to the Customer's and/or End User's use of the Services.

16.4 ASPIDER shall only be liable towards the Customer for damage resulting directly from attributable shortcomings or tort to property of the Customer as a result of the implementation of a Service or Services caused by the gross negligence of willful misconduct of ASPIDER, in which event the liability is limited to the amounts actually received by ASPIDER from the Customer in the previous six Months.

16.5 ASPIDER is never liable towards the Customer for any form of indirect or consequential damage, including, but not limited to, loss of data, loss of business, turnover or profits, loss of interest as well as resulting claims of third parties.

16.6 Any damages Customer incurs must be reported in writing to ASPIDER as soon as possible, but ultimately within fifteen Working Days after it could reasonably have been discovered. ASPIDER shall not be liable for any damage in the event this time limit is not observed.

17. Force Majeure

17.1 Neither Party shall be bound to fulfill any obligation if prevented from doing so by force majeure.

17.2 Insofar as not already included, force majeure shall further mean instances of strikes, company sit-ins, blockades, embargoes, government measures, war, revolution and/or any similar state, power failures, faults in electronic communication lines, cable breaks, fires, explosions, water damage, lightning damage, natural disasters, flooding and/or earthquake, shortage of and/or sickness of personnel and non-fulfillment by suppliers of ASPIDER or force majeure on the part of suppliers of ASPIDER.

17.3 If force majeure lasts longer than ninety (90) days, each Party shall have the right to end the Agreement through written notice by registered letter, unless it appears likely that the force majeure will be resolved within a reasonable period of time. Anything already delivered under the Agreement shall be paid for proportionately, without Parties owing each other anything further.

18. Confidentiality

18.1 The Parties shall observe secrecy with regard to all Confidential Information that they obtain from the other Party in connection with the execution of the Agreement, and will take reasonable measures to protect the confidentiality of such information as if it were their own Confidential Information, and shall not disclose this information to third parties without the prior written consent of the other Party.

18.2 The obligation to maintain secrecy referred to in the paragraph above, does not apply in respect of:

- (a) information that is generally known or publicly accessible;
- (b) information that was already in the possession of the recipient before it received the Confidential Information;
- (c) information that has been developed independently by the recipient or has been obtained from a third party that was legally entitled to provide this information.

18.3 Parties are entitled to disclose the Confidential Information if required to do so by law, for example in the context of judicial investigation, judicial procedures or within the context of obtaining or retaining a listing on a stock exchange, provided that the Party required to disclose the Confidential Information shall provide the other Party with prior written notice of any such disclosure.

18.4 The Parties are entitled to make Confidential Information available to their employees or professional advisors and - in the case of ASPIDER - to its sub-contractors, insofar as such is necessary in relation to (the implementation of) the Agreement, provided they ensure that these persons observe a similar level of secrecy as required under the terms of this Section 18.

18.5 The provisions laid down in the previous paragraphs remain applicable until two years after the termination of the Agreement.

18.6 The Parties will only make statements about their collaboration public (including the publication of press releases) upon mutual consent. The Customer herewith gives permission to be listed as a customer of ASPIDER. If one of the Parties wishes to make any publication or press release which involves reference to the collaboration between the Parties, other than the above mentioned permission for ASPIDER to list Customer as customer, it is required to obtain the consent of the other Party.

19. Applicable law and disputes

19.1 Parties shall render and use the Services in compliance with the Applicable Law.

19.2 The Agreement and all Orders shall be governed by the laws of the Netherlands. The Parties hereby expressly waive and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

19.3 Any dispute arising out of or in connection with this Agreement or an Order shall be submitted to the competent court in Amsterdam, the Netherlands, which shall have exclusive jurisdiction.