

ABEEWAY

TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to equipment, services or license sold and /or granted by Abeeway to a customer ("Customer"). These terms and conditions, together with the related proposal and agreement and/or purchase order shall constitute the entire agreement ("Agreement") between the parties.

1. Scope and definitions

If Customer has agreed, either electronically or via a signed document with Abeeway to terms and conditions applicable to this sale of Products and Services or Software license, then those terms and conditions ("Specific Terms and Conditions") shall apply to this sale of Products and/or Services and Software license. In the event of a contradiction, the Specific Terms and Conditions shall prevail. If no Specific Terms and Conditions exist, then the terms and conditions contained herein- including any information made available via an hyperlink herein (together "Terms and Conditions") shall apply to all quotations ("Quotations") made by Abeeway and shall therefore constitute a sale agreement ("Agreement") entered into between Abeeway and Customer, irrespective if whether Customers accepts these Terms and Conditions by a written acknowledgement by implication, or by acceptance of Products and/or Services hereunder. The terms and conditions shall form part of any order placed by Customer ("Order") Any term or conditions of any Order or other document submitted by Customer shall be of no force or effect whatsoever. In particular, acceptance by Abeeway of an Order sent by Customer shall not be deemed an acceptance of any conflicting or additional terms and conditions. Abeeway specifically rejects any different or additional terms and conditions propose by Customer, unless those terms and conditions are mutually agreed in writing.

2. Orders

All Orders must quote the single Quotation Number provided by Abeeway. The Abeeway General Terms and Conditions of Sale will prevail.

The orders shall be sent to

Abeeway

Service Client

Aristote A-2000 route des Lucioles

06410 Biot

France

Or alternatively, electronic email to catherine.dirienzo@abeeway.com.

Information contained in a Quotation or which are given to Customer by Abeeway's agents or employees constitutes an invitation to treat but does not constitute an offer by Abeeway to supply Products and/or Services or grant a license to the Software. By placing an Order, Customer makes an offer to Abeeway

to purchase the Products and/or Services. Any Order shall be subject to acceptance by Abeeway and Abeeway may decline any Order in whole or in part, for any lawful reason whatsoever. If Abeeway accepts Customer's Order, Abeeway will notify Customer of its acceptance by sending an Order Confirmation.

Whilst Abeeway will make every effort to supply Customer with the Products and/or Services listed on the Order Confirmation, there may be occasions where Abeeway is unable to supply these Products and/or Services because, for example, (i) such Products or Services are no longer being manufactured or available, (ii) Abeeway is unable to source relevant components or (iii) there was a significant pricing update from a third party hardware supplier. In such circumstances Abeeway will contact Customer immediately and will suggest alternative Products or Services that Customer might wish to purchase (at the same or different price). If Customer does not accept Abeeway's proposed substitution, then Abeeway will cancel the Order and refund any money that Customer may have paid to Abeeway in respect of the Order. Repayment of such monies will be the extent of Abeeway's liability to Customer if Abeeway is unable to deliver the Products and/or Services ordered by Customer. Once Abeeway has sent the Order Confirmation to Customer, Customer may not cancel the Order.

3 Delivery, shipment and Payment terms.

Abeeway will supply to Customer (but not install) the Products and/or Services indicated on the Order Confirmation.

Delivery dates which might be specified in the Order, the Order Confirmation, or in any other communication from Abeeway (whether oral or in writing) are estimates only. Production delay is twelve (12) weeks approximatively.

4. Risk and Title

4.1. Unless otherwise notified by Abeeway in writing, title to and the right to retake possession of the Products purchased from Abeeway shall remain with Abeeway until all sums owing to it by Customer in respect of the Products shall have been paid in full. Abeeway may, at Customer's expense, retake possession of the unpaid Products. So long as such title to and rights over Products remains with Abeeway, Customer shall keep the Products stored in such a manner which enables them to be identified as the Products and, wherever required by Abeeway, identify the Products to Abeeway.

4.2. Risk of loss or damage to all Products hereunder will pass to Customer upon Abeeway's delivery of the Products to the Customer or any party authorized to receive Products on behalf of customer.

5. Acceptance

Unless otherwise agreed in writing all shipments (which for the purpose of this clause shall be deemed to include the contents of packaged Products as well as the packages themselves and the number of packages) shall be deemed correct and undamaged unless at the time of delivery Customer specifies on Abeeway's copy of the delivery documentation the precise shortfall or error in delivery or inform Abeeway of such shortfall or error in writing within fourteen (14) business days after the original delivery date of the given shipment. Customer's failure to inform Abeeway in this way shall constitute a waiver of any such claim. All communications with Abeeway must include the single Quotation Number provided in Abeeway's Quotation, and the exact nature of the discrepancy between the order and shipment in number or type of Products shipped. For under-shipments, Abeeway shall, at its sole discretion, issue a replacement shipment, or a credit to Customer's account if Abeeway has granted credit terms to Customer within thirty (30) days of receipt of Customer written notice.

6. Price

The price for the Products and Services will be the price indicated in the Order Confirmation. Prices include standard freight and insurance using an Abeeway – selected carrier. Prices do not include value added tax or other local taxes or duties (collectively “Taxes”). All Taxes if any, due on account of purchases hereunder shall be paid by Customer.

All prices are EXWORKS Paris. All amounts shall be paid in Euros.

7. Invoicing and Payment

Unless stated otherwise in the purchase order:

- a. Abeeway will invoice 50% of charges for the sale of Hardware and /or use of the Software upon the coming into force of a purchase order or any duly executed commercial proposal and the remaining 50% upon delivery of Hardware and/or Software.
- b. Abeeway will invoice 50% of charges for the sale of Services upon the coming into force of a purchase order or any duly executed commercial proposal, 30% upon delivery and the remaining 20% upon Acceptance.
- c. Abeeway will invoice 100% of charges for the sale of Support and Maintenance Services upon the coming into force of a purchase order
- d. Abeeway will invoice 50% of charges for the sale of right to use the Software as a Service or any other non-recurring initial charges, upon the coming into force of a purchase order or any duly executed commercial proposal and the remaining 50% of the above upon access to SaaS platform or of the remaining of any other non-recurring initial charges
- e. Abeeway shall invoice any other charges not covered by a, b and c and d as and when incurred.
- f. The Customer shall pay all charges, within thirty (30) days of the receipt of the relevant invoice.

All invoiced sums shall be paid in full in the currency of the invoice without deduction or set off (statutory or otherwise) and in cleared funds. Abeeway reserves the right to set off any amount owed by Abeeway to Customer against any amount due to it by Customer. All invoices must be paid within the payment terms agreed with Abeeway. Where no credit facility has been granted to Customer or where this has been withdrawn payment will be required in full in cleared funds prior to shipment. If Abeeway has reasonable grounds to believe that Customer will fail to comply with the present payment terms or with the agreed credit terms, Abeeway shall be entitled to postpone or to refuse delivery of an Order. In accordance with the provision of article L 441-6 of French law “Code du Commerce”, modified by the law of 22 nd March 2012, in the event of late payment, Customer shall be indebted and liable to late payment penalties represented of 40 Euros for recovery costs.

8. Taxes

All fees payable under any purchase by Customer are exclusive of tax. Customer shall be responsible for paying Taxes arising from the purchase of all or part of the Deliverables. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Abeeway prior to invoicing, and Customer shall promptly notify Abeeway if their exemption is revoked or modified. All payments made by Customer shall be net of any applicable withholding tax. Customer will provide reasonable assistance to Abeeway in connection with such withholding taxes by promptly providing Abeeway with valid tax receipts and other required documentation showing Customer's payment of any withholding taxes; completing appropriate applications that would reduce the amount of withholding tax to be paid; and notifying and assisting Abeeway in any audit or tax proceeding related to transactions hereunder. Customer shall comply with all applicable tax laws and regulations, and Customer will promptly pay or reimburse Abeeway for all costs and damages related to any liability incurred by Abeeway because of Customer's non-compliance or delay with its responsibilities herein. Customer's obligations under this Section shall survive termination or expiration of this Agreement.

9. Data protection

9.1. By placing an Order, Customer agrees and understands that Abeeway may store, process and use data collected from Customer's Order form or phone/fax/email Order for the purposes of processing the Order. Abeeway may also share such data globally within the Abeeway group of companies. All Abeeway companies shall protect Customer's information in accordance with the Abeeway Customer Privacy Policy available upon request.

9.2. Abeeway works with other companies that help Abeeway provide Products and services to Customer.

9.3 Abeeway will store the data related to geolocation for a limited period of time and will not use the data only for the limited purpose of providing support services to Customer. Customer is the only responsible of the data handling and Abeeway will act only as subcontracting party, data processing

9.3. If Customer wishes to have access to the information that Abeeway holds concerning Customer, or wants to make any change, or does not want to receive information from Abeeway or third-party companies, Customer is required to contact Abeeway's Chief Finance Officer.

10. License and Right to Use and Intellectual Property Rights

If Abeeway SaaS is delivered, Abeeway hereby grants to the Customer, in return for the compensation, a limited, non-exclusive and transferable right to allow its End -user access to the geolocation server. It is expressly understood that said right is limited to the scope of the Services. The Customer commits not to assign to its End -user more rights than it possesses by the terms of the Agreement.

Abeeway retains all rights and title to its Products, PCBs, reference designs, (systeme d'attache), firmware, proprietary materials and tooling (« Abeeway Intellectual Property ») including without limitation copyright, patents, design rights, database rights, rights in know-how and confidential information and other similar rights worldwide whether registered or not and including applications in respect thereof. All rights and title to modifications, bug-fixes, performance or functionality improvements, added features, architectural changes as well as changes to components, PCB layout, production line or manufacturing processes (« Enhancements ») to Abeeway Products shall vest solely in Abeeway, shall constitute Abeeway Intellectual Property and Abeeway shall have all rights to use, disclose and otherwise commercialize such Enhancements without reference or accounting to

customer. Enhancements shall not constitute work for hire and customer shall have no claim thereto even if such Enhancements were carried out at customer request, suggestion or in consideration of engineering fees. To the extent customer is granted access to Abeeway Intellectual Property, such property shall at all times be considered Abeeway confidential information and shall not be disclosed by customer to any third party without Abeeway's prior written consent. No rights express or implied are granted in respect of Abeeway Intellectual Property other than in the context of customer's purchase of Products from Abeeway and customer is in no event entitled to distribute or otherwise make available Abeeway Intellectual Property separately from the Products purchased from Abeeway. Customer shall not remove any copyright or other legends on Abeeway Intellectual Property or copies thereof and customer is not permitted to reverse decompile or derive any firmware or other software from object code or binary files into source code or other human readable form.

11. Equipment and Access

Abeeway may require locating Equipment on the Customer's Premises to enable Abeeway to provide the Services. Subject to the provisions of this Agreement, Customer hereby grants to Abeeway the right to locate, install and operate such Equipment at the Customer's Premises and will use its best effort to provide Abeeway, its employees, representatives and authorized agents, as may be reasonably required, network access to the Equipment, 24 hours a day, 7 days a week in accordance with the access procedures agreed between the Customer and Abeeway.

Customer shall furnish reasonable, appropriate environmental conditions for the Equipment (including, without limitation, protection from weather, security, availability of power, including a back-up generator, ventilation, heating, and cooling). If Customer reasonably requires to temporarily disconnect the power supply to the Equipment, except in an emergency, Customer will give Abeeway at least fourteen (14) written days' notice in advance of such disconnection and will use all reasonable efforts to ensure minimum disruption.

The Customer undertakes (a) not to replace Equipment located on the Customer Premises, (b) not to make any modification, alteration or connection to the same other than by prior agreement in writing with Abeeway (c) make any disconnection therefrom otherwise than agreed in writing with Abeeway and (d) provide Abeeway with the evidence of the insurance relating to the Equipment located on its premises and if Equipment located in other premises, will do its best efforts to give the evidence of such insurance.

12. Proprietary Rights

Customer shall not use Abeeway's name, logo, trademarks, trade names, trade dress, design, look and feel or other proprietary rights (together "Proprietary Rights") in any of its advertising, communications, publications or other work without the prior written permission of Abeeway. Customer must not remove, obfuscate, deface, cover or alter any Abeeway mark or other mark nor add any Abeeway mark or other mark to any materials provided by Abeeway nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with Abeeway Proprietary Rights

13. Warranty

13.1. One (1) year limited warranty on Abeeway -branded hardware Products –

The warranty terms and conditions, which form part of and are incorporated into this Agreement by reference, are available upon request.

The Abeeway limited warranty covers Abeeway-branded hardware and Software products only. It does not cover third parties' products and/or services. Purchaser shall not be entitled to make any claim against Abeeway in respect of the breach of the Abeeway limited warranty unless the claim is made within two (2) months of discovering or learning of the defect. Abeeway shall not accept any liability for loss of data caused by warranty service.

Abeeway Software – The sole warranty, if any, for Abeeway Software purchased under this Agreement shall be as set forth in the software license agreement or documentation that accompanies each Abeeway Software (End User License Agreement).

13.2 Third-party products (hardware) and services – All third-party products (including non Abeeway branded products contained in product bundles or promotions) and services are sold “as is” and without warranty from Abeeway, but may be accompanied by a manufacturer’s warranty, as provided in any documentation or license agreements that accompanies such products and/or services.

Third Party Software. Any licensor of Abeeway whose software is embedded in the Software and any supplier of Abeeway whose products or technology are embedded in (or services are accessed by) the Software shall be a third-party beneficiary with respect to this Agreement, and such licensor or vendor shall have the right to enforce this Agreement in its own name as if it were Abeeway. In addition, certain third-party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s) and certain third-party hardware may be provided with the Hardware and is subject to the accompanying statement of its respective owner.

13.3 ABEEWAY MAKES NO OTHER WARRANTY TO CUSTOMER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, TO THE FULLEST EXTENT PERMITTED BY LAW, ABEEWAY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY STATUTORY WARRANTY ON HIDDEN DEFECT.

Warranty does not cover the following (collectively “Ineligible Products”): Products marked as “sample” or sold “AS IS”; or Products that have been subject to: (a) modifications , alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with Abeeway User’s Guides or other instructions provided by Abeeway; (c) abuse or misuse of the Product including the Software (even if packaged or sold with the Product). ; (d) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) Acts of God, including lightning, flood, tornado, earthquake, or hurricane. This warranty does not cover consumable parts, including batteries. Abeeway recommends that Customer use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product ’s performance and may invalidate this Limited Warranty.

14. Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ABEEWAY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, IN NO EVENT SHALL ABEEWAY BE LIABLE FOR DAMAGES ARISING FROM UNAUTHORIZED OR IMPROPER USE OF ANY ABEEWAY OR ABEEWAY -SUPPLIED SOFTWARE OR HARDWARE OR SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTY STATEMENT TO THE EXTENT PERMITTED BY LAW, ABEEWAY DISCLAIMS ANY AND ALL WARRANTIES IN AND TO THE SOFTWARE, HARDWARE OR SERVICES (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ANY SPECIFIC PURPOSE AGREED WITH ABEEWAY), OR NONINFRINGEMENT. IN NO EVENT DOES ABEEWAY WARRANT THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. In no event shall Abeeway ’s or its suppliers’ or licensors’ liability to Customer, whether in contract, tort (including negligence), breach of warranty, or otherwise exceed 100% of the price paid by Customer for the Deliverables that gave rise to the claim, Customer acknowledges and agrees that Abeeway has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its

essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

Abeeway cannot be held liable for any delay or failure to perform the obligations in case of non-coverage of the network, outage related to the card or default in the installation of the card, geolocation failure, error made by the Product during the transmission of the instruction, failure during the connection of the Product to the network, malfunctioning related to act of non-authorized third party or any cause out of the control of Abeeway when the default is caused by the compliance of the Product with compulsory legislative or regulatory rules (“ordre public”).

THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM AGAINST ABEEWAY UNDER OR RELATED TO THIS AGREEMENT.

Nothing in the Agreement shall limit or exclude Abeeway’s liability (i) for death or personal injury caused by Abeeway’s negligence, (ii) for fraud, (iii) for willful misconduct or gross negligence (iv) for any breach of the obligations implied by applicable compulsory national laws or (v) violation of data privacy or confidentiality or (vi) misappropriation of Abeeway’s intellectual property rights or (vii) any liability which cannot be excluded by law.

15. Audit

Customer shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by Abeeway, Customer shall furnish such records to Abeeway and certify its compliance with this Agreement

16. Governing Law

These terms and conditions shall be interpreted in accordance with and governed by the laws of France without reference to the conflict of laws provisions thereof. All claims shall be brought before the courts of Paris, France.

17. Confidentiality

Except where required by law, Customer and Abeeway will not without the written agreement of the other party disclose to third parties any technical or commercial information received from the other party which is designated and clearly marked as confidential. However, the following information will not be considered to be confidential or subject to the foregoing restrictions: (i) information presently in the public domain or which becomes part of the public domain except as a result of a breach of the foregoing restrictions; and (ii) information independently developed by the recipient of the information.

The Parties agree that aspects of the Software and associated documentation are the confidential property of Abeeway. As such, Customer shall exercise all reasonable commercial efforts to maintain the Software and associated documentation in confidence, which at a minimum includes restricting access to the Software to Customer employees and contractors having a need to use the Software for Customer’s internal business purposes.

18. Export Law

Customer agrees to comply with all applicable export laws and restrictions and regulations of any United States and any applicable foreign agency or authority, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Customer shall be liable for any such violations. The version of the Software supplied to Customer may contain encryption or other capabilities restricting Customer’s ability to export the Software without an export license.

19. Entire Agreement

These Terms and Conditions constitutes the entire and sole agreement between Abeeway and the Customer with respect to the Software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written (including any inconsistent terms contained in a purchase order), except that the terms of a separate written agreement executed by an authorized

Abeeway representative and Customer shall govern to the extent such terms are inconsistent or conflict with terms contained herein. No modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation have been written in the English language, and the Parties agree that the English version will govern.

20. General Terms

20.1 **Force Majeure** – Other than for the requirements to make payment when due, neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to unforeseen circumstances or to causes beyond such party’s control. In the event of any such delay, performance of the affected obligation shall be suspended for a period of time equal to the time of such delay save that in the event that the delay continues for more than two (2) months, Abeeway may elect to terminate this Agreement with immediate effect without incurring any liability.

20.2 **No waiver** – The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind.

20.3 **Severability** – If any of the provisions, either in part or in full, of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent possible or permissible and this Agreement will be adjusted, if possible, so as to give maximum effect to the original intent and economic effect of the parties with respect to the unenforceable provision and the remaining portions of this Agreement shall remain in full force and effect.

20.4 **No assignment** – Customer may not assign this Agreement, nor any Order related thereto, and Customer may not delegate its duties under the Agreement without Abeeway’s prior written consent which shall not be unreasonably withheld. Abeeway may assign the Agreement without Customer’s consent and upon written notification.

20.5 **Modification** – No modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party.