

ARTICLE 1 – CONSIDERATIONS

1.1 KOLIBRI SYSTEMS provides Software and Hardware for control rooms that utilize (mobile) communication systems. The Software provides a.o. a computer interface (though not only) in order to communicate with mobile communication systems and provides applications that plot the positions of devices using GPS technology on a map. The Hardware consists of a so-called MediaServer, to be used as a gateway between mobile devices (e.g. a GSM modem or a TETRA radio) and a computer system.

1.2 KOLIBRI SYSTEMS provides only components of the total system. To set up an operational system, the Software and Hardware supplied by KOLIBRI SYSTEMS must be combined with a computer to run the Software and other peripheral components.

1.3 KOLIBRI SYSTEMS is the legal owner of the Software and Hardware, which is developed and produced for Kolibri Systems by Cuperus Consultants VoF.

1.4 The Contracting Party purchases the Products of KOLIBRI SYSTEMS in order to install them, supplemented by additional necessary Products, as a working system at an End Customer's site or to use them itself as the End Customer.

ARTICLE 2 – DEFINITIONS

In these general conditions, the following terms are defined as follows:

2.1 KOLIBRI SYSTEMS: Private company, officially registered under the name Kolibri Systems B.V. in Delft, the Netherlands, and the supplier of Products, Software and Hardware as named in these conditions.

2.2 CONTRACTING PARTY: Party that concludes an agreement with Kolibri Systems for the purchase of Products for its own use or in order to sell them on to End Customers.

2.3 END CUSTOMER: Owner and/or user of the installation on which the Products of KOLIBRI

SYSTEMS are installed and used, which were purchased from the Contracting Party or directly from KOLIBRI SYSTEMS.

2.4 SOFTWARE: Electronic computer program(s) that are supplied by KOLIBRI SYSTEMS. They consist of files that are installed on computer(s) via an installation process and connected to a network.

2.5 HARDWARE: (Physical) computers with input and output connections which are installed on a network with other computers on which Software has been specially installed by KOLIBRI SYSTEMS and which are supplied as a complete system by KOLIBRI SYSTEMS.

2.6 PRODUCT: Combination of Software and Hardware which, with the right settings, license rights, additional support computers and network, lead to specific applications for customers and is supplied by KOLIBRI SYSTEMS as a combination and components.

2.7 SECOND-LINE SUPPORT: The provision of support to the personnel that are the first ones to have contact with the End Customer's organization in order to enable the personnel of the Contracting Party with knowledge of KOLIBRI SYSTEMS products to solve problems.

2.8 THIRD-LINE SUPPORT: the provision of technical support with respect to problems or configurations that interfere with the correct operation of the Software and/or Hardware of KOLIBRI SYSTEMS Products to personnel that provides the Second-line support.

2.9 SERVICE PACKS: Service Packs contain bug-repairs and/or small function changes. These are generated regularly over the course of a current year.

2.10 RELEASE: Version of the Software designated by a number. Each new Release can contain new functions and requirements.

2.11 SOFTWARE UPDATES: function and operation improvements, updates of new Software releases of the systems used for communication or

on which the Software “runs”, as well as new functions. These are released only a few times a year, but at least once a year.

2.12 RELEASE UPDATES: Same as Software Update.

2.13 RELEASE UPGRADE: The replacement of an older version of the Software on the system by the latest Release.

2.14 SOFTWARE LICENSE RENEWAL: Granting the rights to use the Software, as established for the license for a later, newer Release of the original Software purchased.

2.15 SYSTEM EXPANSION: Any add-ons to the original Product that are not purchased at the first purchase order with respect to a specific End Customer and solution. This can include both Software as Hardware.

2.16 FAT: Factory Acceptance Test – to be performed using a script of test cases at a test-environment under predefined test conditions.

2.17 SERVER: Computer on which Software is installed that controls the use of the Product.

2.18 CONSOLE: Combination of computer with screen, keyboard or other peripherals that are connected through Software to a Server and make the use of the Product possible.

2.19 RESPONSE TIME: The time within which an employee of KOLIBRI SYSTEMS contacts the Contracting Party or one of its employees. This contact can be made via e-mail or by telephone. When contact is made, an indication is given of the time it will take to perform any analysis or other technical actions.

ARTICLE 3 – APPLICABILITY

3.1 These general conditions are a part of and apply to all agreements and other relationships between KOLIBRI SYSTEMS and the Contracting Party with respect to the service or the product, unless otherwise expressly indicated by KOLIBRI

SYSTEMS or otherwise agreed in writing between the parties.

3.2 These general conditions take the place of (any) previous general conditions.

3.3 Appeal to a departure from these general conditions can only be made by the Contracting Party if the departure is agreed to between the parties in writing.

3.4 All quotations and prices given by KOLIBRI SYSTEMS are free of obligation.

3.5 An Offer is a price quotation for a specific End Customer and combination of Products and is only valid when signed by KOLIBRI SYSTEMS and is non-binding unless the Contracting Party accepts the offer by co-signing the document and returning it to KOLIBRI SYSTEMS within a month, unless other conditions or terms are stated in the offer.

3.6 In all cases in which an agreement with the Contracting Party ends, these general conditions continue to govern the relations between the parties in so far as this is necessary for the completion thereof.

3.7 KOLIBRI SYSTEMS has the right to change these general conditions. Changes will be announced in writing and/or by e-mail and shall take effect 30 (thirty) days after this announcement.

3.8 KOLIBRI SYSTEMS reserves the right to refuse orders without stating a reason for such refusal or to require payment in advance.

ARTICLE 4 – REALISATION OF AGREEMENTS

4.1 An agreement is only concluded by the written confirmation of the Contracting Party’s order by KOLIBRI SYSTEMS.

4.2 Additions to and changes of the agreement by the Contracting Party are binding on KOLIBRI SYSTEMS only in so far as they have been confirmed in writing by KOLIBRI SYSTEMS.

ARTICLE 5 – SOFTWARE AND LICENSES

5.1 The property rights and all other rights of intellectual property with respect to the Software, Hardware and Products and the underlying source codes are held by KOLIBRI SYSTEMS. To protect these property rights, the Contracting Party shall endorse the “KOLIBRI SYSTEMS’ user rights and conditions” (Appendix A) and ensure that the End Customer endorses these conditions or replacement conditions of an equal or stricter nature. A copy of the contract concerned shall be made available to KOLIBRI SYSTEMS on request.

5.2 The Contracting Party has the right to transfer a nonexclusive and non-transferable license to the End Customer for the use of the Software of KOLIBRI SYSTEMS, in accordance with these license conditions. In this situation, the End Customer acquires the rights that were granted to the Contracting Party according to these conditions for the use of the Software. The Contracting Party loses its rights as a result of this transfer.

5.3 Release Upgrades, Software Updates and Service Packs shall only be installed after KOLIBRI SYSTEMS has given permission for such, irrespective of whether the method of granting a license provides the possibility for such.

5.4 License rights are registered in the name of the End Customer who is the owner of the installation and in the name of the location in which the installation is located. For this purpose, the location of the installation, the owner and the contact person are registered with KOLIBRI SYSTEMS. The End Customer can be, but is not required to be, the Contracting Party.

5.5 All Products that are not registered in the name of the End Customer are considered to be located at the location of the Contracting Party. As soon as they are installed at the premises of an End Customer, the Contracting Party should ensure the End Customer’s registration with KOLIBRI SYSTEMS.

ARTICLE 6 – USE OF MAP MATERIAL

6.1 The Contracting Party and End Customer are free to use their own map material or the map material of third parties.

6.2 If the Contracting Party uses map material that was not purchased via KOLIBRI SYSTEMS, then it declares that it has (acquired) the rights to use the map material within KOLIBRI SYSTEMS products. Contracting Party agrees to remain responsible for these rights, also in the event that the map material has been converted (by KOLIBRI SYSTEMS) into a special map format to be used for the Product. In the event of a conversion Contracting Party declares that it has (gained) the right to convert the original map data into the format that is used by KOLIBRI SYSTEMS. KOLIBRI SYSTEMS is in no way responsible and/or liable for the correct use or display of this map material.

6.3 If map material is purchased via KOLIBRI SYSTEMS from NAVTEQ Europe B.V. or TeleAtlas, then the “End User Terms” as shown in Appendix E for NAVTEQ Europe B.V. or Appendix F for TeleAtlas apply. NAVTEQ Europe B.V. (NAVTEQ) and TeleAtlas hold the copyrights on their respective map material, which is supplied to Kolibri Systems B.V. (Kolibri) by Geoscape Europe B.V..

6.4 To protect the copyrights of NAVTEQ or TELATLAS, the Contracting Party shall endorse the “End User Terms” (Appendix E for NAVTEQ maps or F for TELEATLAS maps) and ensure that any End Customer also endorses these terms or replacement conditions of an equal or stricter nature. The copy of the contract concerned shall be made available to KOLIBRI SYSTEMS on request.

6.5 Appendices E and F including all the articles and conditions as described therein only apply for the map data as provided by NAVTEQ (Appendix E) and/or TELEATLAS (Appendix F).

6.6 In the event that Appendix F applies, then the following additional terms apply:

- The mentioned Exhibit 2, is replaced by the license rights from KOLIBRI that give access

to the map material- modified to KOLIBRI specific format in relation to the rights as purchased by the Contracting Party

- Appendix F - Article 2 does only apply to the original source data of TeleAtlas. The KOLIBRI format converted map material can be installed on the systems of the End Customer
- Appendix F – Articles 4.2 and 4.3 do not apply. KOLIBRI SYSTEMS will take the conversion risk in case the offer was conducted in other currency than the Euro.

6.7 If map material is supplied by KOLIBRI SYSTEMS, the Contracting Party shall not install or use the map material in any manner other than in combination with the ordered Product and shall not make more copies than are covered by the number of licenses purchased from KOLIBRI SYSTEMS, with the exception of an extra copy for its own service department in order to support the End Customer.

6.8 KOLIBRI SYSTEMS supplies the maps as supplied by NAVTEQ or TELEATLAS to Geoscape. Both NAVTEQ and TELEATLAS make updates and revisions very regularly, at least once a year. If no new version of the map material is supplied by NAVTEQ or TELEATLAS, or KOLIBRI cannot source NAVTEQ or TELEATLAS material, then KOLIBRI SYSTEMS is not liable for this, however shall not charge for an Update or credit this if it has already been charged.

ARTICLE 7 – DELIVERY

7.1 Each order should be confirmed separately by KOLIBRI SYSTEMS as accepted. Through this written confirmation, the delivery period for the Products to be supplied is confirmed.

7.2 Products are delivered to the address of the Contracting Party that places the order for the Products with KOLIBRI SYSTEMS.

7.3 Delivery takes place ex warehouse. At the moment of delivery, all the risks of loss, decay, damages, etc., regardless of the cause, shall be borne by the Contracting Party. KOLIBRI SYSTEMS is

not responsible for any delay in delivery, loss or extra costs resulting from the transport of the Products, Software or Hardware.

7.4 If the confirmed delivery time cannot be realized, KOLIBRI SYSTEMS shall inform the Contracting Party of this as soon as possible but no later than one week after the delay is known by KOLIBRI SYSTEMS

7.5 The Contracting Party is required to check the quality of the Products supplied and to inform KOLIBRI SYSTEMS immediately on delivery of any suspected defects in the Products delivered.

7.6 Irrespective of the transport method and the Products or additional project work that has been ordered, the Product is (the Products are) considered to have been delivered, when the Contracting Party or End-Customer has received, or when KOLIBRI SYSTEMS has done everything within its possibilities that the Contracting Party could have received, the license keys (being a string of characters or a hardware dongle) which give access to the Products.

7.7 Contracting Party can request to execute a FAT, for which extra costs will be charged. In the case of a FAT, the moment of delivery remains the moment stated in article 7.6, irrespective of the outcome of the FAT. However the non-passing of a FAT can be a reason for the Contracting Party not to accept the license keys.

7.8 A FAT is only not passed positively, when a major fault has been observed during the test and under the agreed system conditions. A major fault is a fault that does block the End- Customer from making use of the described functionality or results in disturbance of the customer's key processes and applies only for functionality that was not officially Released yet.

7.9 In the case of a major fault, a new FAT date will be agreed, that will take place no later than 8 weeks after the date on which the FAT took place. During this new FAT (re-FAT) only those

functionalities that were not accepted in the previous FAT's will be retested.

7.10 Any change requests, based on the FAT, after the license keys have been accepted by the Contracting Party, will be considered under the normal warranty conditions.

7.11 If not further specified or agreed, the FAT is conducted at the premises of KOLIBRI SYSTEMS, using the equipment that is available at KOLIBRI SYSTEMS' premises and using the product user manual as test-script.

ARTICLE 8 – INVOICING AND PAYMENT

8.1 Unless agreed otherwise in writing, payment for the delivered Products should be made by the Contracting Party through a deposit into or a transfer to a bank or giro account designated by KOLIBRI SYSTEMS within 30 days after the invoice date. If it concerns a part of the order, only that part that was delivered shall be invoiced. The Contracting Party is not permitted to deduct or defer payment for any reason.

8.2 Contracts with multiple periods (e.g. Annual License Renewal contract) shall be invoiced for each period at the start of the period (at least once a year).

8.3 If the Contracting Party has not ensured payment within the payment term as in Article 8.1, then KOLIBRI SYSTEMS shall grant the Contracting Party an extended period for payment. If payment is not made within this period, then the Contracting Party is in default of payment without requiring notice of default and shall owe interest of 1.5% a month. Payment should be made by the Contracting Party without granting the Contracting Party the right to appeal to deduction, discount or compensation.

8.4 In the event of Article 8.3 for previous orders, advance payment may be requested before delivery is made.

8.5 If the Contracting Party is in default or if he falls short in another imputable manner in

complying with one or more obligations ensuing from the agreement or these general conditions, then, without prejudice to consequences that the law attaches to such default/shortcoming, all extra-judicial and judicial costs, as well as the costs of legal assistance, shall be borne by the Contracting Party. If KOLIBRI SYSTEMS can present a reasonable case that it has incurred extra costs, these costs should also be reimbursed by the client.

ARTICLE 9 – RETENTION OF TITLE

9.1 All Products delivered to the Contracting Party remain the property of KOLIBRI SYSTEMS until the moment that all amounts are fully paid, including any interest and costs that the Contracting Party owes for the Products delivered or to be delivered or services performed or to be performed by virtue of the agreement, as well as in the matter of claims resulting from a failure to comply with the said agreement.

9.2 The Contracting Party is required to ensure the Products are handled carefully and does not have the right, except after receiving written permission from KOLIBRI SYSTEMS, to encumber and/or use as collateral and/or to establish an (undisclosed) right of pledge on the delivered Products, as long as the Contracting Party has not fully met his obligations towards KOLIBRI SYSTEMS.

9.3 If KOLIBRI SYSTEMS dissolves the order fully or partially, it is entitled to take back the unpaid part of the Products delivered. Dissolution and/or repossession does not impede the right of KOLIBRI SYSTEMS to compensation for damages.

ARTICLE 10 – SOFTWARE LICENSE RENEWAL AND SUPPORT

10.1 The Contracting Party is aware that no Software (development) is 100% bug- or fault-free. KOLIBRI SYSTEMS will do everything within its power to prevent or to rectify bugs, as is the usual practice in Software Development for large systems.

10.2 Within the first year starting the first of the calendar month in which the Product has been delivered (warranty period) KOLIBRI SYSTEMS shall

supply Software Service Packs in order to fix bugs and provide small functional updates, deliver newly available Software Releases and provide the Contracting Party with Third-line Support for trouble-shooting for the End Customer concerned, all of this as described in Appendices B and C.

10.3 If the Products provided by KOLIBRI SYSTEMS were sourced by KOLIBRI SYSTEM from an external supplier, the warranty is limited to the applicable warranty conditions of that supplier. KOLIBRI SYSTEMS shall inform the Contracting Party concerning the applicable provisions.

10.4 Following a warranty period of one year, which started on the first of the calendar month in which the Products were delivered, all rights to new Software Updates Release Upgrades and Third-line Support expire, irrespective of whether the Contracting Party or the End Customer was able to test the software sufficiently.

10.5 When purchasing a Software License Renewal contract, the right to Software Updates, is continued as stated in Appendices B and C.

10.6 If the Service License Renewal contract is concluded within the warranty period as stated in article 10.2, then the Service Contract shall take effect at the end of the Warranty Period and has a minimum contract life of one year.

10.7 After each contract period, the Service License Renewal contract is automatically renewed for one year if it has not been cancelled three months before the expiry date.

10.8 If no Software License Renewal contract applies, it cannot be concluded until after the upgrade of the Software to the last available Release. A separate Release Upgrade must be purchased for this.

10.9 System Expansions can only be purchased during (a) warranty period, or (b) when a Software License Renewal contract is in place or (c) when a Release Upgrade is purchased at the same moment.

10.10 For System Expansions, the same one year warranty as stated in article 10.2 applies.

10.11 Contracting Party agrees that, when a Software License Renewal contract is in place, any Systems Expansions will automatically be added to the Software License Renewal contract, under the same conditions and contract termination date, adding the applicable annual fee for the System Expansion to the contract as of the expiration of the warranty period.

10.12 The meeting of its warranty obligations, as stated in Articles 10.2 and 11.1, by KOLIBRI SYSTEMS is the only possible and the general compensation given for damages. KOLIBRI SYSTEMS is not bound by any additional obligations, nor is the Contracting Party entitled to demand the dissolution of the agreement.

ARTICLE 11 – HARDWARE WARRANTY AND MAINTENANCE

11.1 The Hardware supplied and developed by KOLIBRI SYSTEMS has a warranty period of one year.

11.2 Replacement of hardware components supplied by KOLIBRI SYSTEMS falls under the warranty, provided the substandard functioning of these components is the fault of production and/or design defects in the Software or Hardware.

11.3 After the end of the warranty period, a Hardware maintenance contract (Appendix D) can be concluded for at least three years. If this contract is concluded within 3 months following delivery of the system, the period shall be at least two years after the end of the warranty period. This contract can only be concluded if a Software License Renewal contract is also concluded.

11.4 Contracting Party agrees that, when a Hardware Maintenance contract is in place, any Hardware Systems Expansions will automatically be added to this Hardware Maintenance contract, under the same conditions and contract termination date, adding the applicable annual fee for the System Expansion to the contract as of the expiration of the warranty period.

ARTICLE 12 – CHARGES

12.1 KOLIBRI SYSTEMS publishes a Recommended Price List every year. If the Contracting Party is given a discount on these prices, this discount will be confirmed by KOLIBRI SYSTEMS separately in writing.

12.2 Discounts do not always apply to all Products. Products to which the discount does not apply are listed separately on the price list.

12.3 KOLIBRI SYSTEMS reserves the right to issue separate project-linked prices that shall be valid for a separately named period.

12.4 The Recommended Price List is valid for at least one year, but in any case until the moment that a new price list is communicated. Any price changes shall be announced at least 3 months in advance, at which time the Contracting Party will be asked to announce all then-outstanding quotations. They can then be confirmed in a separate “project agreement”.

12.5 All Software License Renewal and Hardware Maintenance contracts and any annually due licensing fees are indexed annually. These rates are revised on 1 January of each year through the application of the following indexation formula:

$P1 = P0 * (S1/S0)$, in which:

- P1 = new revised price
- P0 = previous price
- S1 = Consumer Price Index (CPI) for all households as published by the CBS, published for the month of November of the previous year or, if it is not published by 1 January of the following year, for the last published month.
- S0 = CPI of the same month of the year that precedes the previous year.
- If S1 is less than S0, then S1 shall be made equal to S0. If the CBS does not publish the CPI any longer, a comparable subsequent index shall be used.

12.6 No indexation will take place if on the first indexation date the contract was concluded within the 6 preceding months.

ARTICLE 13 – LIABILITY

KOLIBRI SYSTEMS is not liable for damages of any nature, including the loss of profits, consequential loss and loss suffered by third parties (customers), unless the damages are the result of gross negligence or intention on the part of KOLIBRI SYSTEMS. Any liability of KOLIBRI SYSTEMS is, in any case, limited to the value of the Products and services delivered.

ARTICLE 14 – CONCLUDING PROVISIONS

14.1 KOLIBRI SYSTEMS considers itself entitled to name the Contracting Party publicly as a reference (Company name, Logo) as soon as delivery is made to the Contracting Party. KOLIBRI SYSTEMS is entitled to name the End Customer publicly as a reference (Company name, Logo), after confirmation by the Contracting Party and after implementation at the End Customer’s site. Information concerning the number of users and control room positions, contract life and value is considered to be confidential between the parties to the contract and shall therefore not be publicly communicated.

14.2 Each agreement concluded between KOLIBRI SYSTEMS and the Contracting Party is subject to Dutch law. Disputes arising between KOLIBRI SYSTEMS and the Contracting Party that ensue from or are connected with the agreement concluded by the parties or these general conditions shall be brought before the competent court in The Hague, the Netherlands.

14.3 If a provision in these general conditions or in any agreement proves to be invalid, this fact shall not affect the validity of the general conditions/agreement as a whole. The parties shall establish (a) new provision(s) as a replacement which reflects the meaning of the original agreement as much as legally possible.

Appendix A – KOLIBRI SYSTEMS’ Software user’s rights and conditions

A.1 The property rights and all other rights of intellectual property concerning the Software, Hardware and Products and the underlying source codes are held by KOLIBRI SYSTEMS. The Contracting Party shall not remove nor change any distinguishing marks related to the intellectual property rights of KOLIBRI SYSTEMS.

A.2 The Contracting Party acquires the rights to use (parts of) the Software of KOLIBRI SYSTEMS. The rights are limited to those Products or product components and numbers that are agreed to in writing. Restrictions include, but are not limited to: the number of Consoles that may be connected; the number of Items applied for a Product or application; the number of Servers on which the Product may be installed.

A.3 The License is limited to the specific Release supplied or to the last Release supplied within the Warranty Year (1st year) or Software License Renewal contract.

A.4 The rights to use (parts of) the Software are granted and/or limited by means of a Dongle, a License Key or in other ways.

A.5 Irrespective of the method by which the rights are granted and the limitations and/or possibilities thereof, the rights that this Contracting Party has are restricted to those components of the Software, with associated limitation in numbers, that it has received from KOLIBRI SYSTEMS in writing. If the method by which rights are granted grants more rights, the Contracting Party shall refrain from using them.

A.7 If license rights have been transgressed, a charge can be made for at least the license fee per item according to the list price before discount, without the prejudice to recover from the Contracting Party actual loss incurred.

A.8 The Contracting Party shall refrain from copying Releases and Software, except for the purpose of maintenance within his own systems.

Copies or originals shall only be provided to third parties (End Customers) if the licenses concerned, purchased from KOLIBRI SYSTEMS, are supplied with them.

A.9 In the case of non-payment, the termination of agreements or rights, on the other hand, the right to use the Software shall cease and the Contracting Party shall refrain from using it.

A.10 The Contracting Party shall cooperate in combating the misuse of the license rights (by making available logs / reports).

A.11 The Contracting Party does not have the right to:

- i. change, revise or copy the Software or to incorporate it in other Software. This also applies to the associated documentation and explanations
- ii. change or remove program/release notices, copyright notices or other notices of ownership of the Software
- iii. remove technical measures that were taken to protect the Software
- iv. attempt to reconstruct the original source code
- v. use the Software and support documentation in order to develop competing Products, Software, Hardware, services and/or markets
- vi. sublease, sublicense and/or transfer the Software or parts of the Software
- vii. use a dongle or license key that was not obtained directly from KOLIBRI SYSTEMS or from an official partner of KOLIBRI SYSTEMS.

Appendix B – THIRD-LINE SUPPORT

B.1 Third-line Support is only provided if the Warranty period is not exceeded or if the Contracting Party has concluded a Software License Renewal contract for the specific End Customer.

B.2 KOLIBRI SYSTEMS shall, to the best of its ability, rectify defects and/or replace Products at the discretion and judgment of KOLIBRI SYSTEMS. Recovery of lost data is not guaranteed.

B.3 Third-line Support is only provided to technical personnel of the Contracting Party that provide Second-line Support, have sufficient IT/IP knowledge, have oversight over the entire installation at the End Customer's, with sufficient knowledge to assess which of the possible components is causing a malfunction. The persons that provide second-line support are appointed by the Contracting Party in advance and are trained by or assessed by KOLIBRI SYSTEMS as being sufficiently capable (capabilities similar to BSc level of expertise).

B.4 KOLIBRI SYSTEMS shall provide training opportunities (for a fee), which shall be executed in Delft (the Netherlands) in English. The personnel to be trained will be expected to possess basic knowledge of IT systems and IP solutions.

B.5 Third-line Support is always handled electronically (by email) and only on workdays between 9:00 and 17:00 (local time in the Netherlands). Depending on the urgency, the support can be provided by telephone.

B.6 If KOLIBRI SYSTEMS is called on, though the cause of the problem has not been identified in the Products of KOLIBRI SYSTEMS, costs can be charged at a rate of € 100 an hour. If the malfunction is reported via e-mail by the personnel referred to in Article C.3 and the log files of the system concerned have been sent with the report, extra costs will never be charged.

B.7 The support does not apply if the malfunctions are entirely or partially the result of incorrect, careless or incompetent use, use for anything other than normal (company) objectives.

B.8 Visits to the End Customer's location shall always be charged when they occur at the request of the Contracting Party. Visits shall be charged at a rate of €100 per hour, including travel time, excluding possible abnormal delays. Traveling costs will be charged separately (€0.27 per km if within driving distance of KOLIBRI SYSTEMS).

B.9 In the event of any malfunctions, the Contracting Party shall cooperate with the implementation of "workarounds", which might impede the work processes of the End Customer to a limited degree.

B.10 KOLIBRI SYSTEMS has the right to inspect installations for correct installation. The Contracting Party and the Installation and/or location owners shall cooperate with this inspection. Following the inspection of an installation, KOLIBRI SYSTEMS has the right to suspend, terminate or deny the remaining Warranty and the Software License Renewal contract if the incorrect manner of installation, the hardware used, etc., gives it reason for such.

B.11 The Response Times are provided for Third-line Support.

Type of malfunction	Manner of reporting	Manner of answering	Response time (1)	Bug fixes (2)
A. Communication from and with the control room cannot take place in any manner due to the Kolibri application	By telephone	By telephone + confirmation by e-mail	Customer is called back within two hours by the technical personnel (3)	New Service Pack – within 4 work-weeks or, if mal-function can be limited by means of a "work-around", within 8 work-weeks
B. The Kolibri applications no longer work, but communication with and from the control room can still take place	By e-mail – with addition of the log files	By e-mail	The same workday, provided the report is received before 12:00 noon. Otherwise, the following workday.	
C. Certain functions in the applications do not work, causing an interruption of critical operational processes	By e-mail – with addition of the log files	By e-mail	No later than the following workday	On the very next Release, provided it was not planned to occur within 8 weeks
D. Certain functions in the applications do not work (any longer)	By e-mail – with addition of the log files	By e-mail	No later than two workdays later	
E. Certain functions do not work as expected	By e-mail	By e-mail	Customer is called back or e-mailed within 5 workdays	

(1) All Response Times apply only on workdays during normal work hours (09:00 – 17:00)

(2) Only if the malfunction due to a Software bug can be solved. It is possible that other ways to solve the problem will be proposed, such as reinstalling and configuring the Software.

(3) It is possible that a log file will be asked for. In this case, the malfunction level will shift to B and be processed again.

The e-mail address for reporting malfunctions is: ccsupport@kolibri-systems.com.

Appendix C – SOFTWARE LICENSE RENEWAL

C.1 Within a Software License Renewal contract, the Contracting Party gains access to available Service Packs and/or Release Updates for its relevant End Customer and related purchased Product licenses.

C.2 Outside the Warranty or a Service License Renewal contract, individual Release Upgrades cost 35% of the published List Price, taking into consideration any valid discounts. A Warranty of four months following delivery applies to Release Upgrades.

C.3 Both Service Packs and Release Upgrades are made available electronically at the request of the Contracting Party.

C.4 The Contracting Party should keep abreast of any availability of Service Packs and new Releases. They shall be announced to the e-mail addresses known to KOLIBRI SYSTEMS and on the website (www.kolibri-systems.com).

C.5 The Contracting Party should take responsibility for the installation of the Service Packs and Software Updates on the relevant installations of the End Customer.

C.6 For the installation of Service Packs and/or Software Updates, it is possible that reconfiguration of the system will be necessary. This shall be done by the Contracting Party. The costs of these activities cannot be recovered from KOLIBRI SYSTEMS.

C.7 Software Releases are developed on the available hardware, with supporting operating

system, specifically published by KOLIBRI SYSTEMS. KOLIBRI SYSTEMS shall ensure that Software Releases can run properly on hardware and operating system requirements published at least 3 years previously. If the Hardware and operating system are older than three years, it might mean that the hardware and operating system also need to be upgraded. This falls entirely outside the responsibility of KOLIBRI SYSTEMS.

C.8 Only hardware and operating system requirements that are currently published or were published in the past are supported by KOLIBRI SYSTEMS. A decision can be made not to support certain later versions of an operating system.

C.9 For Release Updates, possible new functions that are charged separately by KOLIBRI SYSTEMS in the marketplace and that were not a part of the original delivery can be excluded.

C.10 After installation of a Release Upgrade, the old Software licenses are cancelled. Even if they can be re-used, the Contracting Party shall ensure that they will not be used in any manner. If the licenses are released by means of a new dongle, the Contracting Party shall send the old version back to KOLIBRI SYSTEMS.

Appendix D – HARDWARE SUPPORT

D.1 Hardware support is only provided if the Warranty Period has not been exceeded or the Contracting Party has concluded a Maintenance contract.

D.2 Repairs falling outside the context of the applicable warranty or maintenance contract shall be charged by KOLIBRI SYSTEMS.

D.3 When repairing Hardware, KOLIBRI SYSTEMS is entitled to replace the Hardware with the same configuration.

D.4 The warranty and maintenance do not apply to Hardware that:

- i. is repaired or altered outside the terrain of KOLIBRI SYSTEMS;

- ii. is misplaced, poorly maintained or damaged;
- iii. is used in a manner that is not endorsed by the supplier.

In these cases, all costs shall be borne by the Contracting Party.

D.5 The warranty and maintenance contract do not apply if the malfunctions are entirely or partially the result of incorrect, careless or incompetent use, use for objectives other than normal (business) objectives, external causes such as fire or water damage or if the Products are altered by anyone other than KOLIBRI SYSTEMS.

D.6 The replacement and repair of Hardware only takes place after the Hardware is sent back to KOLIBRI SYSTEMS. KOLIBRI SYSTEMS is not liable for the period that the Hardware does not work. The Contracting Party is responsible for running the system using any necessary “spare” Hardware during this period.

D.7 The shipping costs of Products sent by the Contracting Party to KOLIBRI SYSTEMS shall be borne by the Contracting Party. The return shipment costs shall be paid by KOLIBRI SYSTEMS. The address of the Contracting Party shall be used for this purpose, not the address of the installation’s location.

D.8 For hardware a 2 (two) week return period (within 10 (ten) workdays) Service Level is adhered to. The 2-week return Guarantee is defined as follows: starting from the moment the Hardware is received by KOLIBRI SYSTEMS, KOLIBRI SYSTEMS shall hand the (repaired) Hardware over to a transporter for the return shipment to the Contracting Party within 10 workdays.

D.9 The maximum period that Hardware can be supported by means of a Maintenance Contract and Warranty is 5 (five) years from delivery. The Maintenance Contract for the hardware expires automatically 5 years after first delivery, irrespective of whether an interim extension has been granted.

D.10 If KOLIBRI SYSTEMS provides or lends out “spare” Hardware at its own costs, then these Products remain the property of KOLIBRI SYSTEMS.

Possible (de-)installation costs shall be borne by the Contracting Party. KOLIBRI SYSTEMS can reclaim this “spare” Hardware at any time, within a reasonable period, from the Contracting Party, whereby the Contracting Party is responsible for de-installing the “spare” Hardware and delivering it to the address of the intermediate supplier of KOLIBRI SYSTEMS. If this is not done, KOLIBRI SYSTEMS can charge for this system at “spare” Hardware rates.

Appendix A – NAVTEQ END-USER TERMS

The data (“Data”) is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Kolibri Systems B.V. (“[DEVELOPER]”) and its licensors (including their licensors and suppliers), on the other hand.

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Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

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Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. Kolibri Systems B.V. and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

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Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. These terms and conditions constitute the entire agreement between Kolibri Systems B.V. (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law. The above terms and conditions shall be governed by the laws of The Netherlands, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of The Netherlands for any and all

disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

Appendix B – TELEATLAS END-USER TERMS

ARTICLE 1 Subject - Right of use

1.1. Tele Atlas shall put the Digital Map Product(s) at the disposal of Licensee, not later than on the date and on the type of datacarrier, all as stated in Exhibit 2.

1.2. The right of use shall apply to the Digital Map Product(s) as it is recorded on the datacarrier supplied to Licensee, and, provided Licensee subscribes to the Maintenance Agreement to updates thereof. Such rights of use shall apply to the most recent update at Licensee's disposal, whereas it expires with respect to all previous versions.

1.3. The right of use of the Digital Map Product(s), as a whole or any part thereof, is restricted to the in-house use for own purposes of the Digital Map Product(s) in relation with the terminal and/or Personal Computer and/or workstation, as referred to in Exhibit 2 (hereinafter: "the System"), by the number of indicated users for applications as stated in Exhibit 2 only. Own purposes means: use in Licensee's own company-buildings with the prohibition of use by third parties in any form of computer service or otherwise. Use for external purposes commercially or otherwise, directly or indirectly, is expressly prohibited.

1.4. In the event of a System break-down Licensee shall be allowed to use the Digital Map Product(s) on an alternate System than referred to in the previous section, provided that the Digital Map Product(s) shall be completely removed from the original System and Tele Atlas shall be notified without delay in writing. Tele Atlas shall have the right to examine whether the Digital Map Product(s) has been installed on more than the agreed number of Systems or whether the Digital Map Product(s) is in use by more than the agreed number of users.

1.5. Unless with prior written consent of Tele Atlas, Licensee shall not be allowed to partly or as a

whole reproduce the Digital Map Product(s) and/or pertinent documentation, except for security purposes and/or back-up with a maximum two (2) copies. Licensee is neither allowed to directly or indirectly alter, decompile, disassemble or to reverse-engineer the Digital Map Product(s). All copies must be marked with the same copyright marks, source acknowledgments and other marks as the originals. Both the original copies and the reproductions are subject to the conditions contained in this Agreement.

ARTICLE 2 Installation

Tele Atlas and Licensee assume that it is not necessary to implement the Digital Map Product(s) in the System of licensee. If so, applicable procedures shall be agreed upon in writing, and resulting costs shall be paid by Licensee to Tele Atlas according to customary Tele Atlas tariffs.

ARTICLE 3 Unauthorized Use

Licensee shall refrain from modifying the Digital Map Product(s) in such a way that these become suitable for on-line applications, navigation-systems, telematic applications or printed cartography.

ARTICLE 4 Payments

4.1. This License-Agreement has been concluded through the intervention of a reseller especially authorized by Tele Atlas. The rights of use granted hereunder shall enter into effect after payment by Licensee of relevant license fees to such reseller only.

4.2. The Parties agree that any obligations for payment arising under this agreement and any other references to national currency shall be deemed to be stated in Euros as of the date upon which the Euro becomes the exclusive official means of payment in the European Monetary Union member state issuing the currency in which such payment obligations or references would otherwise be denominated. Currency conversion shall be made at the official exchange rate.

4.3. The provisions of this Agreement shall not otherwise be affected by conversion to the Euro. The Parties hereto expressly agree that the conversion to the Euro shall not give either Party grounds for termination, withdrawal, contestation, amendment, due to commercial frustration (or any other similar remedies).

ARTICLE 5 Intellectual property

5.1. Tele Atlas reserves intellectual property rights, including industrial property rights, such as but not limited to patents, patent-applications and copyright. As a database builder Tele Atlas furthermore enjoys protection under the applicable EU Directives on databanks and related legislation.

5.2. This Agreement does not imply a transfer of patents, copyrights or trademarks, or any other intellectual property right pertaining to the Digital Map Product(s), irrespective of whether the Digital Map Product(s) has been modified in any way by Licensee, and, furthermore, irrespective of whether the nature or meaning of the Digital Map Product(s) has been changed. Under no circumstances Licensee will modify the copyright marks or contents of the Digital Map Product(s).

ARTICLE 6 Confidentiality

6.1. Tele Atlas will use its reasonable endeavors to secure confidentiality of all proprietary information that Tele Atlas and/or persons in its service shall take cognizance of under this Agreement. Tele Atlas will observe all reasonable written instructions provided by Licensee in the event such information - properly designated and marked as proprietary - shall be located at the Tele Atlas offices.

6.2. For the purposes of this Agreement the term "Proprietary Information" shall mean any information disclosed by Tele Atlas to Licensee under this Agreement, whether in writing, orally, visually, in the form of samples, electronic media or otherwise. Proprietary Information shall also include the Digital Map Product(s) and any information

which can be obtained by examination, testing or analysis of the Digital Map Product(s).

6.3. Licensee shall: (a) hold Proprietary Information confidential and restrict access thereto to such of its employees who need to know it for the purposes as set forth in this agreement, and; (b) not use Proprietary Information disclosed to it pursuant to this Agreement for any purpose other than the purposes as set forth in this agreement, and; (c) not disclose Proprietary Information disclosed to it pursuant to this Agreement to any third party without the prior written consent in writing from the part of Tele Atlas.

6.4. The obligations and restrictions provided in clauses 1 through 3 hereof shall not apply to information which is: (a) now, or later becomes, available to the public otherwise than by an act or omission of the recipient, or; (b) in the unrestricted possession of the recipient prior to receipt, or; (c) lawfully disclosed to the recipient by a third party without restrictions as to use and disclosure, or; (d) independently developed by the recipient Party. The recipient Party shall assume the burden of proof of any of the above exceptions.

ARTICLE 7 Limited Warranty by Tele Atlas

7.1. Tele Atlas warrants that the data carriers containing the Digital Map Product(s) are free from defects in materials and workmanship under normal use and service for a period of twenty-four (24) months from the date of first delivery to Licensee.

7.2. Parties agree that under this Article the term 'deviation' shall mean: verifiable defects and omissions in comparison with reality as it is at the date stated on the respective release of the Digital Map Product(s) and accompanying documentation. Licensee acknowledges that the Digital Map Product(s) is complex and that Tele Atlas' warranty obligation under this Article does not include a reasonably acceptable error allowance. Also Licensee recognizes that the Digital Map Product(s) by its nature constitutes a static representation of a dynamic environment which necessarily entails a certain degree of outofdatedness.

7.3. In the event the Digital Map Product(s) contains deviations Licensee's sole remedy, and Tele Atlas sole obligation will be to during a period of twenty-four (24) months from the date of first delivery to Licensee provide the following support and maintenance of its Digital Map Product(s): (a) promptly correct major deviations that are discovered by Licensee in the Digital Map Product(s), or replace the Digital Map Product(s) at its discretion; (b) upon receipt of written notice from Licensee describing the deviation, Tele Atlas will within twenty (20) working days inform Licensee of the plan to correct the deviation, and; (c) correct minor or ordinary deviations in the next general commercial release of the Digital Map Product(s), provided that the written notice under section 4 has been delivered 4 months prior to such release.

7.4. Licensee shall give Tele Atlas written notice and any documentation of discovered deviations and, thereafter, shall provide such additional information as Tele Atlas may reasonably request. To the extent reasonably necessary Licensee shall grant Tele Atlas access to the System without charge.

7.5. Tele Atlas shall be relieved of any warranty whatsoever in the event that it should become apparent that the origin of any such deviation is:

(a) related to modifications or extensions of the Digital Map Product(s) executed by others than Tele Atlas;

(b) caused by the software or the System used by Licensee.

ARTICLE 8 Indemnification

8.1. In the event the authorized use or possession of the Digital Map Product(s) should infringe upon the intellectual property right of a third party, and such infringement prevents Licensee to continue use of the Digital Map Product(s), Tele Atlas shall at its own expense and discretion do any or all of the following: (a) obtain the right to continue use on behalf of Licensee; (b) modify or replace (relevant parts of the) the Digital Map Product(s) so as to avoid the infringement; (c) take

back the (relevant parts of the) Digital Map Product(s) and refund paid license fees. The above remedies are the only ones available for Licensee hereunder, and any claim therein expires within twenty-four (24) months from delivery of the data carrier.

8.2. Tele Atlas shall be released to perform any of its obligation under the previous section, in the event the alleged infringement is due to or partially caused by the System or any software of Licensee, the unauthorized use, manipulation or possession of the Digital Map Product(s) by Licensee or anyone associated with Licensee, or in the event Licensee neglects to notify Tele Atlas in writing of such claim within (10) days of learning of such claim.

8.3. Licensee shall fully cooperate in Tele Atlas' defense of all such claims.

8.4. Licensee undertakes to indemnify Tele Atlas against third-party claims involving losses, damage or injury to persons and/or properties, whether claimable or not, resulting from the use of the Digital Map Product(s).

ARTICLE 9 Limitation on Tele Atlas Liability

9.1. The Digital Map Product(s) shall be delivered on an "as is" basis. Tele Atlas shall not accept any liability concerning the completeness or correctness of the data incorporated therein.

9.2. In no event shall Tele Atlas be liable for any claim or loss incurred by Licensee irrespective of whether Tele Atlas has been informed of, knew of, or should have known the likelihood of such damages, except for damages resulting from willful misconduct or gross negligence of Tele Atlas. If Tele Atlas' limited warranty or limitation of liability set forth in this Agreement shall for any reason whatsoever be held unenforceable or inapplicable Licensee agrees that Tele Atlas' liability shall not exceed fifty percent (50%) of the license fee paid by Licensee to Tele Atlas with respect to the Digital Map Product(s) at issue.

9.3. Tele Atlas's liability shall in no event include incidental or consequential damages of any kind.

ARTICLE 10 Applicable Law and Venue

This Agreement shall be construed and controlled by the laws of the Netherlands, other than its choice of law provisions, and Parties further consent to jurisdiction by the District Court at Amsterdam, the Netherlands.

ARTICLE 11 Duration and Termination

11.1. This Agreement shall be effective as soon as both parties have signed it. Without prejudice to the conditions in this Agreement, it has been concluded for the period as referred to Exhibit 2. The right of use will commence on the date of delivery of the data carrier.

11.2. Upon termination of this Agreement, no matter how occurred, Licensee shall be obliged to of its own accord within five (5) days return to Tele Atlas all copies of the Digital Map Product(s) and all copies derived from it, as well as pertinent documentation.

11.3. Without prejudice to relevant legal rights and remedies of the terminating Party, Parties shall have the right to prematurely terminate this Agreement by means of a written notification (classified or registered letter) if: (a) the other Party does not, in time or properly, fulfill its obligations resulting from this Agreement, provided that it has previously been declared in default in observance of a term of 1 month, and it has not neutralized this case of default, and immediately, if: (b) the other Party becomes insolvent, is dissolved, is declared to be in a state of bankruptcy, is granted a (provisional) moratorium or offers its creditors a private settlement, or; (c) it has been proven that the other Party performs or neglects an activity that is contrary to any obligation concerning confidentiality.

11.4. Upon termination of this Agreement no matter how occurred, Licensee shall no longer be entitled to in any way use the Digital Map Product(s).

11.5. Termination of this Agreement does not relieve Licensee from the stipulations concerning

confidentiality, intellectual property and applicable law and venue.

ARTICLE 12 Miscellaneous

12.1. This Agreement sets forth the entire Agreement and understanding between Parties as to the subject matter thereof. Modifications of and additions to this Agreement, inclusive of this Article.

12.1. shall only be binding upon parties if they are submitted in writing and signed by both parties.

12.2. In case one or more conditions of this Agreement become void or legally null, the other conditions shall remain in force. For the remaining, parties shall enter into a substitute arrangement in such a way that the (economic) intent of this Agreement as a whole shall be retained as much as possible.

12.3. All exhibits constitute an integrating part of this Agreement.