TERMS AND CONDITIONS OF SALE

MUNIC is a French company, with its principal office at 100, Avenue de Stalingrad, 94800 Villejuif, France, hereinafter referred to as "MUNIC", and registered in Créteil, under the number B442484556. MUNIC has designed and developed a range of electronics and software products in the fields GPS positioning, navigation, radio communication, telecommunication and fleet management.

Article 1 Object

Sales of MUNIC' products (hereinafter referred to as the "Products") are governed by these terms and conditions of sales remitted to the client (hereinafter referred to as "Client") together with the commercial quotation. The Products comprise software (hereinafter referred to as the "Software") a license of which is granted to Client by MUNIC under article 4 hereof. All orders placed by Client on the basis of said commercial quotation entails the unconditional acceptance of these terms and conditions (hereinafter referred to as the "Agreement" which supersede any purchase terms and conditions, unless otherwise expressly accepted by MUNIC. Should such purchase terms and conditions be in contradiction with MUNIC' terms of sales, Client shall notify so in writing to MUNIC at the same time the order is placed and MUNIC reserves the possibility to accept or reject such order in accordance with the provisions of article 2.3 hereof.

Article 2 Purchase Orders

2.1 Client shall issue purchase orders for Products on its letter-head paper duly signed by an authorized representative and containing Client's commercial seal, hereinafter referred to as "Purchase Orders".

2.2 Purchase Orders will imperatively be sent by Client to MUNIC by facsimile or by postal mail and shall specify for any Product ordered: the precise quantity, a description, the reference, the selling price per unit, the total price before tax, the target date of delivery as well as the conditions and place of delivery and the terms of payment wished.

2.3 Purchase Orders shall not bind MUNIC unless accepted in writing. Such acceptance shall not be tacit and shall take the form of an order confirmation or proposal issued by MUNIC within five (5) working days following their receipt (hereinafter referred to as the "Order Confirmation"). Accepted Purchase Orders shall not be cancelled or modified, in whole or in part, without MUNIC' prior written acceptance.

Article 3 Terms of Delivery, Transportation

Unless otherwise stipulated and without any prejudice to article 6 hereof, the terms of delivery of the Products shall be, at MUNIC' option, EXW HUB (Roissy Charles de Gaulle) or EXW Villejuif (Inco terms 2000). Client shall bear all risks and be responsible for all transportation and insurance costs together with any taxes and custom duties involved in connection with the delivery of the Products.

Article 4 License

MUNIC grants to Client a non-exclusive, non-transferable license to use the Software, but only to the extent the Software are embedded in the Products, and exclusively for Client's internal business purpose. Client is not allowed to (i) decompile, disassemble or reverse engineer the Software, in whole or in part, or use the Software for any competitive analysis purposes whatsoever; (ii) grant or allow access to the Software to any third parties; and (iii) copy the Software, in whole or in part.

Article 5 Changes to the Products

MUNIC reserves the right to change, at any time, all or part of the Products specifications (construction, design, brand designation, labeling, packaging, reference…), and will make its best efforts to inform Client of such changes within a reasonable period. MUNIC shall however not be required or obliged to supply Client with any such change in respect of the Products delivered prior to such change.

Article 6 Retention of Title

MUNIC reserves a security interest in all Products sold to the extent of the invoiced amount and will retain title on all Products sold and delivered until complete payment of the price. If Client defaults under any obligation hereunder, then Client agrees to make the Products available so that MUNIC can repossess them without a breach of the peace. For the purpose of implementing this provision, the Products which are still under the control of the Client will be considered as those still unpaid. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement. At MUNIC' request, Client will execute any instruments MUNIC shall need to perfect its security interest.

Article 7 Prices and Terms of Payment

7.1 Prices

Prices in the commercial quotations sent to Client are given before tax and, at MUNIC' option, in Euros or in US Dollars.

7.2 Terms and conditions of payment

Subject to financial warranties client may provide to MUNIC, the Products are payable either by wire/swift transfer in advance or at the latest thirty (30) days following the date of the invoice unless otherwise stipulated by MUNIC on the Order Confirmation. In the event of nonpayment, of a total or partial late payment, or of financial difficulties of Client, at the time of an initial Purchase Order or during its business relationship with MUNIC, MUNIC reserves the right to request from Client an advance payment or appropriate financial warranties.

7.3 Penalties

7.3.1 In the event of a partial or total non payment of any invoice, MUNIC reserves the right to suspend deliveries notwithstanding the terms and conditions stipulated on the corresponding Order Confirmation until full payment of the price of the Products.

7.3.2 Interests for late payment shall accrue (i) from the day following the payment date as determined by the invoice (ii) until the date of full payment of the price of the products.

The interest rate for late payment penalties shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by seven (7) percent as determined in accordance with Article 53 II of the French NRE Act n° 2001-420 of May 15th, 2001.

Article 8 Limited Warranty

8.1 MUNIC warrants (a) that the hardware part of the Products, excluding the Software, sold will be free from defects during the warranty period of twelve (12) months following their date of shipment, and (b) that for a period of ninety (90) days following the date of shipment of the Products, the Software will substantially conform to their technical specifications Provided that any warranty shall be excluded if the default alleged is the result of a fair wear and tear of the Products, a misuse of the Products, modifications made by Client, a lack of supervision or maintenance and more generally any event out of MUNIC' control. In order to activate the above warranty, Client shall:
- immediately notify MUNIC in writing that the Products are defective and shall furnish a detailed explanation of any alleged deficiency;
- return to MUNIC the defective Products at its own risks and expenses and in an appropriate packaging.

If MUNIC finds the Products to be defective, MUNIC shall at its sole discretion and in a reasonable period, decide to repair or replace the defective Product or credit Client's account by an amount equal to the price paid for said Products.

8.2 These warranties are exclusive of any other warranty. MUNIC will not grant any other express or implied warranty for the Products delivered and in particular, no implied warranty of merchantability or fitness for a particular purpose or any implied warranty of non infringement. MUNIC does not warrant that the Products will meet Client's requirements or that operation of the Software will be uninterrupted or error free.

8.3 Software modifications: Client may request specific software developments or configuration parameters modification. In such case, and prior to issuing the order, Client will provide MUNIC with a detailed specification of the modifications. Scope of the modifications, prices and delivery delays of the software modifications will have to be defined and agreed between Client and MUNIC. Client may also modify on his own the software, either internally or through any subcontractor.

In any case, the validation of the modified software is at the sole responsibility of the Client. After validation of the software by Client; MUNIC will either deliver the products with the validated software, of deliver separately standard products, specific software and software update procedure. In any case the validation of the modified software will be under sole responsibility of the Client.

Article 9 LIMITED LIABILITY

9.1 Exclusion of Damages. Neither party's liability: (a) for death or personal injury caused by the its negligence or the negligence of it employees or agents; (b) for breach of any condition as to title or quiet enjoyment; (c) for fraudulent misrepresentation; (d) breach of Section 11 (non disclosure); (e) to pay sums properly due and owing to the other in the course of normal performance of this Agreement; or (g) Violations of MUNIC' Intellectual Property Rights in the products, is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

9.2 Subject to Section 9.1, the parties do not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any: (a) special, incidental, punitive, indirect or consequential damages; (b) loss of or loss of use of any product, software, data or computer; (d) loss of or damage to business; (e) loss of profits; (f) loss of customers; (g) loss of goodwill; and for the purposes of this Section the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

9.3 Financial Cap. Subject to Sections 9.1 and 9.2, MUNIC' total liability arising from or in connection with this Agreement and in relation to anything which it may have done or not done in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to 100% of the total amount paid or payable by Client under this Agreement.

9.4 Vehicle compatibility MUNIC' liability is subject to the following conditions: Client is aware that, by essence, the supply of vehicle interface systems – typically the Products - is subject to limitations/incompatibilities. Client acknowledges that, although it makes its best efforts to test the Products on vehicles, MUNIC can definitely not test all features and configurations of the Products on all vehicles. Therefore, in order to mitigate the consequences of any incompatibility of the Products in the vehicles, Client will 1/ use its best efforts to monitor the Products behavior installed on vehicles of his own or own customers and make sure his monitoring means have adequate latency, 2/ inform MUNIC without delay of any issue/dysfunction noted on the Software, and 3/ in the meantime will use its best efforts to immediately deactivate or remove the Products in case of such issue, and will require with no delay his own customers to stop using vehicles if needed. On Client's request, MUNIC will assist him in using MUNIC' monitoring tools for Client's monitoring purpose. MUNIC liability will be excluded if Client fails in monitoring the Products, informing MUNIC or deactivating or removing the Products in case of any issue.

9.5 Basis of Bargain. The parties expressly acknowledge and agree that MUNIC has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between MUNIC and Client and form a basis of the bargain between the parties.

Article 10 Intellectual Property

MUNIC holds and remains the owner of all intellectual property rights relating to the Products, including without limitation, patents or patent applications, drawings and patterns rights, Products' trademarks, concepts and know-how elaborated or discovered during the creation of the latter. Upon the sale of the latter, no intellectual property right shall be transferred or assigned to Client. Client commits not to interfere with or prejudice the intellectual property rights of MUNIC. Client will indemnify and hold MUNIC harmless against all liability, damages, losses and expenses, (including attorneys' fees and other costs of legal defense), that MUNIC, may sustain or incur as a result of a breach by Client of this article.

Client shall not reverse assemble, disassemble, or restructure all or part of the Products.

Article 11 Non Disclosure

All information, technical data, specifications…, whatever their nature and support, including but not limited to technical, economical, financial or commercial information, disclosed by MUNIC to Client or by Client to MUNIC, or that Client may acquire from MUNIC or that Mobile

Devices may acquire from Client, within their business relationship are confidential and are subject to the strictest confidentiality obligation. MUNIC and Client commit not to disclose any confidential information relating to their Products to third parties other than their own employees who have a need to know such information within the performance of their work. MUNIC & Client guarantee that their employees shall respect these terms.

Article 12 Force Majeure

In case a Force Majeure event as defined by French law delays the performance of the obligations hereof, the affected party shall immediately notify the other Party of such an event.

Article 13 Governing Law

The sales of Products subject to these terms and conditions shall expressly be governed by and construed in accordance with the laws of France. Any dispute arising from the interpretation, the validity or the performance of these terms and of said sales shall first be settled by way of direct negotiations and, if no such amicable agreement has been reached, shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris.

The provisions hereof will not prevent the parties from taking any protective or temporary measures required to preserve their reciprocal interests.

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General Conditions of Sale

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