

**Neofleet**  
**Software as services**  
**General Terms and Conditions**  
**“GTC”**

All software as services and services provided by Neofleet are subject to the following General Terms and Conditions (“GTC”) and those of the Product Order (incorporating the Offer) (together the “Agreement”) which are agreed to by the Customer, on the one hand, and Neofleet SRL., a company incorporated under Belgian Law, duly registered at the BCE under N°1003 438 076, with its registered office at 1300 Wavre, 27 avenue Zénobe Gramme, Belgium (“Neofleet”) on the other hand.

- 1.1. “Affiliate” of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2. “Agreement” means a Product Order and documents incorporated and/or referred into a Product Order including the GTC.
- 1.3. “Authorized User” means any individual to whom Customer grants access authorization to use the Products that is an employee, contractor or representative of Customer.
- 1.4. “Cloud Services” means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by Neofleet under a Product Order.
- 1.5. “Confidential Information” means
  - (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
  - (b) with respect to Neofleet: (i) the Products, Support Materials and analysis under Section 3.3, and (ii) information regarding Neofleet research and development, product offerings, pricing and availability.
  - (c) Confidential Information of either Neofleet or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 1.6. “Customer” means the individual or company named in the Product Order which has entered into an Agreement with Neofleet relating to the Cloud Services.
- 1.7. “Customer Data” means any content, materials, data and information that Authorized Users enter into the Products or that Customer derives from its use of and stores in the Products (e.g. Customer-specific reports). Customer Data and its derivatives will not include Neofleet’s Confidential Information.
- 1.8. “Data Processing Agreement”: means the agreement between the Customer and Neofleet governing any data processing performed as part of this Agreement’s implementation, which forms part of this Agreement and which can be found in Schedule 1.

- 1.9. "Development": any or all developments of, and/or improvements or modifications to the Products by Neofleet, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- 1.10. "Intellectual Property Rights" means copyrights, database rights, patents, trademarks, trade names, device, commercial symbols, logos, get up and sign, service marks, registered designs, layout-designs, know-how and all other proprietary industrial or intellectual property right anywhere in the world for the full term of the rights concerned, whether registered or not and including any applications therefore, and all goodwill related thereto, as well as all reversions, extensions and renewals of such rights and all accrued rights of action in relation to such rights.
- 1.11. "Offer" means the document defining the Product and/or Specific Services and the specific conditions offered to Customer that, once the Product Order has been expressly issued by Customer, will form part of it.
- 1.12. "Personal Data": shall have the meaning assigned to it in the Data Processing Agreement.
- 1.13. "Products" means the Cloud Services and/or any other Neofleet product (excluding third party products) that might be included in the Offer and ordered under a Product Order.
- 1.14. "Product Order" means the signed document or the email through which Customer marks its express consent on the Offer and, where applicable, specifies the licences, terms and options selected by the Customer.
- 1.15. "Specific Services" means any and all consultancy, custom development and training services performed by Neofleet's employees or subcontractors.
- 1.16. "Support Materials" mean any and all guides, user manuals and other documents or materials provided or developed by Neofleet (independently or with Customer's cooperation) in the course of performing this Agreement, including in the delivery of any Specific Services to Customer. Support Materials do not include the Customer Data, Customer Confidential Information or the Products.
- 1.17. "Subscription Term" means the term of the Product subscription identified in the applicable Product Order, and any and all renewals periods. Unless otherwise stated in the applicable Product Order, the Product subscription shall be renewed automatically after the initial subscription period set out in the Product Order for the initial subscription period unless or until terminated by either Party on giving to the other at least three months' written notice to expire at the end of the initial subscription period set out in the Product Order or any renewal period, subject always to the Agreement being terminated earlier in accordance with its terms (e.g. on account of breach).
- 1.18. "Supplement" means the supplemental terms and conditions that apply to the Products and that are incorporated in a Product Order.

## **2. BACKGROUND AND PURPOSE**

- 2.1. As of the entry into force of the Agreement in accordance with Sections 8.1, the Parties have entered into the Agreement for the provision of Cloud Services.
- 2.2. The Agreement is hereby limited to the provision of the Cloud Services to the Customer itself, unless the Agreement provides otherwise by means of Supplement.
- 2.3. In order to implement the Cloud Services for the Customer, Neofleet may also perform certain mutually Specific Services requested by Customers. Any mutually agreed Specific Services shall be subject to an Offer addressed by Neofleet to the Customer and accepted by the latter.

### **3. CLOUD SERVICES**

**3.1.** Neofleet grants to Customer for the Subscription Term set forth a non-exclusive, non-transferable and world-wide right to use the Cloud Services (including its implementation and configuration) and Support Materials solely for Customer's internal business operations. Permitted uses and restrictions of the Cloud Services also apply to Support Materials.

#### **3.2. Modifications**

3.2.1. The Cloud Services may be modified by Neofleet from time to time. Neofleet will inform Customer of modifications by email, the support portal (if any) and release notes or the Cloud Services. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Services, which Customer may use subject to the then-current Supplement and Documentation.

3.2.2. If Customer establishes that a modification is not solely an enhancement and materially has resulted in the removal of the substantial functionalities described in the initial Offer of the Cloud Services, Customer may terminate its subscriptions to the affected Cloud Services by providing written notice to Neofleet within thirty days after receipt of Neofleet's informational notice.

#### **3.3. Analysis**

Neofleet or Neofleet Affiliates may create analysis utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Services and Maintenance and Support Services. Analysis will anonymize and aggregate information and will be treated as Support Materials. The purpose of such analysis may be for instance: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new Neofleet products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

#### **3.4. Usage rights and restrictions**

##### **3.4.1. Verification of Use.**

Customer will monitor its own use of the Cloud Services and, where the applicable fees are based on the number of Authorized Users, report any use in excess of the number of Authorized Users ordered by Customer. Neofleet may monitor use to verify compliance with the ordered volume and/or the Agreement.

##### **3.4.2. Suspension of Cloud Services**

Neofleet may suspend use of the Cloud Services if continued use may result in material harm to the Cloud Services or its users. Neofleet will promptly notify Customer of the suspension. Neofleet will limit the suspension in time and scope as reasonably possible under the circumstances.

##### **3.4.3. Acceptable Use Policy**

With respect to the Cloud Services, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (c) circumvent or endanger its operation or security.

##### **3.4.4. Third Party Web Services**

The Cloud Services may include integrations with web services made available by third parties (other than Neofleet or its Affiliates) that are accessed through the Cloud Services and subject

to terms and conditions with those third parties. These third-party web services are not part of the Cloud Services and the Agreement does not apply to them.

### **3.5. Cloud Services availability and maintenance**

- 3.5.1. The Cloud Services shall be available on a 7 days/7 and 24 hours/24 basis with a ninety-five (95) percent average annual availability (hereinafter referred to as "SLA").
- 3.5.2. Neofleet will notify Customer in a timely fashion if possible if maintenance is required as a result of which the Cloud Services are not available. Platform downtimes due to maintenance will not be counted as unavailability periods for the calculation of the Cloud Services' availability.
- 3.5.3. Neofleet is not responsible for Internet or web-related downtimes, especially downtimes during which the Cloud Services cannot be accessed through the Internet due to technical or other problems that are beyond Neofleet's control (e.g. force majeure, third party fault, etc.)
- 3.5.4. Should the above mentioned SLA not be attained for any given twelve (12)-month contract period, then Customer will be entitled to a one (1)-month free use of the Cloud Services. Customer acknowledges and agrees that this shall be Customer's sole and exclusive remedy for breach of the SLA.

## **4. AUTHORIZED USERS**

Customer may permit Authorized Users to use the Products. Access credentials for the Products may not be used by more than one individual but may be transferred from one individual to another if the original user is no longer permitted to use the Products. Customer is responsible for any and all activity using its access credentials whether or not he authorized that activity and for breaches of the Agreement caused by Authorized Users.

## **5. CUSTOMER DATA**

### **5.1. Customer Data**

Customer is responsible for the Customer Data and entering it into the Products.

### **5.2. Security**

Customer will maintain reasonable security standards for its Authorized Users' use of the Products.

### **5.3. Access and/or export of Customer Data**

- 5.3.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Neofleet and Customer will find a reasonable method to allow Customer access to Customer Data.
- 5.3.2. Before the Subscription Term expires, Customer may use Neofleet's self-service export tools (if available) to perform a final export of Customer Data from the Services. If such self-service export tools are not available, Neofleet shall return all Customer data to the Customer in a readable format.
- 5.3.3. In the event of third party legal proceedings relating to the Customer Data, Neofleet will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

## **6. PERSONAL DATA**

- 6.1. The Customer warrants that the Customer has complied and will continue to comply with the provisions of the applicable Data Protection Laws.
- 6.2. When providing Cloud Services, Neofleet acts as a Data Processor. The Customer Data shall be treated by Neofleet in accordance with the Data Processing Agreement and the Data Protection Laws. According to the Data Processing Agreement, Customer grants to Neofleet (including its

Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Services as described in the Data Processing Agreement

- 6.3. Neofleet shall use reasonable security technologies in providing the Cloud Services. As a data processor, Neofleet has implemented technical and organizational measures referenced in the Data Processing Agreement to secure Personal Data processed in the Cloud Services in accordance with applicable data protection and privacy law.
- 6.4. At the end of the Agreement, Neofleet will delete the Personal Data remaining on servers hosting the Cloud Services unless applicable law allows or requires retention in accordance with the Data Processing Agreement. Retained data is subject to the confidentiality provisions of the Agreement.

## **7. FEES AND TAXES**

### **7.1. Pricing**

Customer will pay fees and be invoiced as set forth in the Offer and selected in the Product Order. All Product Orders are non-cancellable and fees non-refundable except as set forth in Section 11.1.3.

### **7.2. Taxes**

Fees and other charges described in the Agreement do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Taxes") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Neofleet prior to the execution of the Agreement. If Neofleet is required to pay Taxes, Customer shall reimburse Neofleet for such amounts. Customer hereby agrees to indemnify Neofleet for any Taxes and related costs, interest and penalties paid or payable by Neofleet.

- 7.3. All invoices shall be payable by Customer, by bank transfer, within thirty (30) days from the date of invoice.
- 7.4. Any fees not paid when due shall accrue interest at a rate of eight (8) percent per year or, if lower, the maximum rate permitted by law, from the due date until the date of payment.
- 7.5. Without prejudice to any other rights Neofleet may have, if Customer fails to pay any sum due to Neofleet on the due date and subsequently fails to pay such due sum within seven days of Neofleet sending a written reminder to Customer, Neofleet may suspend Customer's use of the Products and/or the Maintenance and Support Services until such time as all due payments including all interest accrued, have been paid in full.
- 7.6. Neofleet shall have no liability for damages sustained by Customer resulting from suspension of the use of the Products and/or Specific Services pursuant to this Section. Customer shall be responsible for any costs incurred by Neofleet in enforcing this Section including, without limitation, legal costs and court fees to the full extent permitted by law.

## **8. TERM AND TERMINATION**

### **8.1. Term**

The Agreement shall enter into force upon express acceptance of the Product Order by Neofleet and endure until the expiry of the Subscription Term.

### **8.2. Termination**

Without prejudice to other rights to which it may be entitled and to any other Section of the Agreement, the Agreement may be terminated immediately by written notice to the other Party:

- 8.2.1. upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty-day period;
- 8.2.2. as permitted under Sections 3.2.2 or 11.1.3 (with termination effective thirty days after receipt of notice in each of these cases), or
- 8.2.3. immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 12.

### **8.3. Termination Payment**

If Neofleet terminates this Agreement pursuant to Section 8.2 or Customer terminates this Agreement other than according to Section 8.2 or than as permitted under Section 3.2.2, Customer agrees to pay the Termination Payment to Neofleet as agreed damages which Customer agrees are a true reflection of the loss suffered by Neofleet. Customer will also pay to Neofleet on demand any costs and expenses Neofleet may incur in enforcing the terms of this Agreement following a breach by the Customer. The Termination Payment referred to above will be calculated as follows:

- (a) all fees, interest and other payments due to be paid before the termination date in accordance with the Product Order but not yet paid; and
- (b) the rest of the fees which would be payable (but for early termination) to the end of the Subscription Term.

### **8.4. Upon the effective date of expiration or termination of the Agreement:**

- 8.4.1. Customer's right to use the Products and all Neofleet Confidential Information will end,
  - 8.4.2. Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
  - 8.4.3. termination or expiration of the Agreement does not affect other agreements between the parties.
- 8.5. All obligations under the Agreement which are expressed or by their nature are intended, to survive beyond the termination or expiry of the Agreement shall survive its termination or expiry.

## **9. WARRANTIES**

### **9.1. Compliance with Law**

Each Party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- 9.1.1. in the case of Neofleet, the operation of Neofleet's business as it relates to the Products, and
- 9.1.2. in the case of Customer, the Customer Data and Customer's use of the Products.

### **9.2. Good Industry Practices**

Neofleet warrants that it will provide the Products in substantial conformance with the Offer, as accepted in the Product Order.

### **9.3. Remedy**

Customer's sole and exclusive remedies and Neofleet's entire liability for breach of the warranty under Section 9.2. will be the right for the Customer to use the Products free of charge for the duration for which the Products was not provided in substantial conformance with the Offer, as accepted in the Product Order.

### **9.4. Warranty Exclusions**

The warranties in Sections 9.2. will not apply if:

- 9.4.1. the Products are not used in accordance with the Agreement,

9.4.2. any non-conformity is caused by Customer, or by any product or service not provided by Neofleet, or

9.4.3. the Products were provided for no fee.

**9.5.** Except as expressly provided in the Agreement, neither Neofleet nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of Neofleet or product roadmaps in obtaining subscriptions for any Products.

## **10. INTELLECTUAL PROPERTY RIGHTS**

### **10.1. Reservation of Rights**

Neofleet, its Affiliates or licensors own all intellectual property rights in and related to the Products, Developments, Support Materials, design contributions, related knowledge or processes, , and more generally all those resulting from the Agreement, the Maintenance and Support Services, Specific Services or Supplement, and any derivative works of the above-mentioned properties (the "Neofleet Intellectual Properties"). All rights not expressly granted to Customer are reserved to Neofleet and its licensors. To the extent that Customer may acquire property rights in Developments by operation of law, Customer hereby assigns to Neofleet, with full title guarantee, all of its rights in and to Developments. At Neofleet's request and expense, Customer shall assist and cooperate with Neofleet in all reasonable respects and shall execute documents, give testimony and take further acts as reasonably requested by Neofleet to acquire, transfer, maintain and enforce any legal protection for the Developments.

### **10.2. Non-Assertion of Rights**

Customer covenants, on behalf of itself and its successors and assigns, not to assert against Neofleet, its Affiliates or licensors, any rights, or any claims of any rights, in any part of the Neofleet Intellectual Properties.

## **11. THIRD PARTY CLAIMS**

### **11.1. Claims Brought Against Customer**

11.1.1. Neofleet will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Products infringes or misappropriates a patent claim, copyright, or trade secret right. Neofleet will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Neofleet enters into) with respect to these claims.

11.1.2. Neofleet's obligations will not apply if the claim results from (i) Customer's breach of Sections 3 and 4, (ii) use of the Products in conjunction with any product or service not provided by Neofleet, or (iii) use of the Products provided for no fee.

11.1.3. In the event a claim is made or likely to be made, Neofleet may (i) procure for Customer the right to continue using the Products under the terms of the Agreement, or (ii) replace or modify the Products to be non-infringing without a material decrease in functionality. If these options are not reasonably available, Neofleet may terminate Customer's subscription and licenses to the affected Product upon written notice to the other, in which case Neofleet shall refund all fees prepaid by the Customer on a pro rata temporis basis.

### **11.2. Claims Brought Against Neofleet**

Customer will defend Neofleet against claims brought against Neofleet, its Affiliates and subcontractors by any third party related to Customer Data except in case of breach by Neofleet of the Data Processing Agreement or for a cause set out in Section 11.1.2.

Customer will indemnify Neofleet against all damages finally awarded against Neofleet, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

### **11.3. Third Party Claim Procedure**

11.3.1. The party against whom a third-party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense and it shall not take any steps or provide any answer to steps taken by the third party (mail or other) without the other party's prior approval nor at any time admit liability or otherwise attempt to settle the said claim or action.

11.3.2. The party that is obligated to defend a claim will have the right to fully control the defense.

### **11.4. Exclusive Remedy**

The provisions of Section 11 state the sole, exclusive, and entire liability of the parties to the other party, and is the other party's sole remedy, with respect to above-mentioned third party claims and to the infringement or misappropriation of third party intellectual property rights.

## **12. CONFIDENTIALITY**

### **12.1. Use of Confidential Information**

Confidential Information disclosed by either Party shall not be used or reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all reasonable steps (meaning those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein.

### **12.2. Exceptions**

The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information;
- (b) has become generally available to the public without breach of the Agreement by the receiving party;
- (c) at the time of disclosure, was known to the receiving party free of restriction;
- (d) the disclosing party agrees in writing is free of such restrictions; or
- (e) is required to be disclosed by order of a court or of an administrative or regulatory body, provided that Disclosing Party is given prompt written notice of such requirement and the scope of such disclosure is limited to the maximum extent possible.



**12.3.** Customer shall not disclose the terms and conditions of the Agreement or the pricing contained herein to any third party unless it is required by law, under an audit relating to the acquisition one of the Parties or to some similar operation, or under Court proceedings involving the Parties.

**12.4.** The obligation under Section 12 shall remain into force for the entire duration of the Agreement and for a further three (3) years after its termination or expiry.

### **13. MAINTENANCE AND SUPPORT SERVICES**

**13.1.** Maintenance and Support Services shall be provided to Customer by Neofleet as set forth in Schedule 1 and the Product Order subject to payment by Customer of the applicable fees in accordance with the Product Order and the payment terms herein.

**13.2.** The Maintenance and Support Services may be provided by Neofleet or individuals or organizations employed by or under contract with Neofleet, at Neofleet's discretion. Neofleet shall in any event remain responsible for its obligations and the compliance with the terms and conditions of the Agreement as if the Maintenance and Support Services were performed by Neofleet.

### **14. LIMITATION OF LIABILITY**

**14.1.** Neither party will exclude or limit its liability for damages resulting from:

14.1.1. the parties' obligations under Section 11.1. and 11.2.,

14.1.2. unauthorized use or disclosure of Confidential Information,

14.1.3. either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of Personal Data,

14.1.4. death or bodily injury arising from either party's gross negligence or wilful misconduct, or

14.1.5. any failure by Customer to pay any fees due under the Agreement.

#### **14.2. Liability Cap**

Subject to Sections 14.1 and 14.3, the maximum aggregate liability of Neofleet or its respective Affiliates or subcontractors to the Customer or any other person or entity for all events (or series of connected events) arising in any twelve-month period will not exceed the fees paid for the applicable Products directly causing the damage for that twelve-month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

#### **14.3. Exclusion of Damages**

Subject to Sections 14.1

14.3.1. NETiKA nor its respective Affiliates or subcontractors will be liable to the Customer or any other person or entity for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

14.3.2. Neofleet will not be liable for any damages caused by any Products provided for no fee.

#### **14.4. Risk Allocation**

The Agreement allocates the risks between Neofleet and Customer. The fees for the Products reflect this allocation of risk and limitations of liability.

### **15. ASSIGNMENT**

Customer may not, without Neofleet's prior written consent, assign, delegate, pledge, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement or Neofleet Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Neofleet may (i) assign the Agreement to any of the Neofleet Affiliates or (ii) subcontract all or part of the work to be performed under this Agreement to a qualified third party.

## **16. GENERAL PROVISIONS**

### **16.1. Severability**

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

### **16.2. No Waiver**

A waiver or non-enforcement against any breach of the Agreement or obligation under the Agreement is not deemed a waiver of any other breach or obligation.

### **16.3. Notices**

All notices will be in writing and given when delivered to the respective offices of Neofleet and Customer at the addresses first set forth above or in the Order. Notices by Neofleet relating to the operation or support of the Cloud Service and those under Sections 3.2 and 7.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Product Order.

### **16.4. Electronic Signature**

Electronic signatures that comply with applicable law are deemed original signatures.

### **16.5. Independent Contractor**

The relationship of Neofleet and Customer established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.

### **16.6. Force Majeure**

Any delay in performance (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party is not a breach of this Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

### **16.7. Non-Solicitation**

During the period commencing on the date of entry into force of this Agreement and ending 6 months after the termination thereof, neither Parties shall directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other Party during such period. It is acknowledged that (i) where there is any employment or consultancy agreement with a Party's employee by the other Party there shall be an irrefutable presumption that it results from the other Party's solicitation and (ii) the Party's damages resulting from any breach of this section would be impracticable and extremely difficult to fix in an actual amount, therefore, as liquidated damages in the event of a breach of this section and not as a penalty, the non-breaching Party's sole remedy shall be the payment by the breaching Party to the non-breaching Party of a sum equivalent to one (1) year's gross salary (including any bonus) of such employee so solicited.

### **16.8. Entire Agreement**

The Agreement constitutes the complete and exclusive statement of the agreement between Neofleet and Customer with respect to the subject matter hereof. All previous representations, discussions and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified only by a writing signed by both parties.

### **16.9. Priority Order**

In the event of conflict or inconsistency between the terms of the following documents, the documents shall apply in the following decreasing order of priority: Product Order, Offer, GTC.

**16.10. Governing Law**

The Agreement and any claims relating to its subject matter shall be governed by and construed under the laws of Belgium, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Brussels. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Either party must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).