



UAB Xirgo Global General Terms and Conditions of Sale and Delivery

21 July, 2021

CLAUSE 1: APPLICABILITY

These conditions are applicable to all sales and deliveries of UAB Xirgo Global, part of the Xirgo Technologies group of companies (hereafter Xirgo) to its customers unless a deviation is made from any such condition in the written order confirmation. The customer irrevocably submits to and accepts these conditions by placing the order with Xirgo. The applicability of conditions proposed by the customer is excluded, unless these conditions have been explicitly accepted by Xirgo in writing.

CLAUSE 2: OFFERS AND AGREEMENT

No oral or written offers (even if made by means of price lists issued by Xirgo or a quotation) shall bind Xirgo. Only by Xirgo's written confirmation of the order placed by the customer will the agreement with the customer be entered and effective.

CLAUSE 3: PRICES

The price agreed upon in the order confirmation has been calculated for delivery Ex Works Xirgo's nominated facility (Incoterms in its latest version) net of VAT, packaging and loading costs, unless otherwise agreed upon in writing. Notwithstanding anything else in these conditions in the event a government entity imposes tariffs, duties or taxes on the goods which were not contemplated by Xirgo, then Xirgo reserves the right at its sole discretion to pass such additional costs to the customer.

CLAUSE 4: QUANTITIES

For all volume orders a deviation of 5% more or less than the quantity ordered shall constitute compliance with buyer's order and the unit price will continue to apply, unless specifically agreed upon in writing otherwise between the parties.

CLAUSE 5: DELIVERY AND TIME FOR DELIVERY

5.1. Delivery is made Ex Works Xirgo's nominated facility unless otherwise agreed in writing (Incoterms in its latest version).

5.2. The time for delivery begins at the date of confirmation of the order in writing by Xirgo, but not until Xirgo has received from the customer the information and materials necessary for the execution of the order. If the customer has not supplied Xirgo with the information and materials necessary for the execution of the order within two weeks after the confirmation of the order, Xirgo shall be entitled to cancel the order and terminate the agreement and customer shall be liable for all costs, incurred by Xirgo including a reasonable allowance for pro-rated indirect costs and anticipated profits.

5.3. If the confirmation of the order or offer mentions a time of delivery, this time will be considered target period. Delay in time of delivery does not give the customer the right to claim damages, to refuse the goods, or to wholly or partly cancel the agreement. Xirgo has the right to carry out the order by means of partial deliveries. The time of delivery ends the moment Xirgo has informed the customer that the goods are ready for shipment at its factory or warehouse.

5.4. Xirgo delivers according to Incoterms in its latest edition.

CLAUSE 6: TRANSPORTS - RISK OF LOSS

6.1. Transportation is to be arranged by the customer at its own and exclusive risk and expense. This risk also includes any direct or indirect damage to delivered goods or on third parties or Xirgo by these goods.

6.2. If requested in writing, Xirgo will take care of the transportation at customer's risk and expense in a manner most appropriate in its opinion. Upon customer's written request Xirgo will insure the transportation risk.

6.3. All risk of loss passes onto the customer upon delivery of the goods to the customer Ex Works Xirgo's nominated facility or as otherwise expressly agreed upon in writing.

CLAUSE 7: CONDITIONS OF PAYMENT

7.1. In as far no other conditions of payment have been agreed, payment shall be in advance. Xirgo reserves the right to demand advance payment in whole or in part or to ask for cash on delivery.

7.2. All payments shall be made free of all deductions or set-offs - unless Xirgo has recognized in writing a counterclaim of the customer - at the office of Xirgo or to its nominated postal or bank account. Drafts and cheques will only be accepted if explicitly previously agreed to in writing by Xirgo and under the condition that the customer will take for its account all costs in connection with the cashing of the draft or cheque and with any endorsing or prolonging thereof. In case of payment by means of a draft the customer guarantees acceptance and payment thereof by the drawee. Customer expressly accepts that Xirgo is not responsible for the delay in returning the draft in the case of non-acceptance. When paying by cheque the customer guarantees payment thereof by the drawee.

7.3. In case deliveries are made in portions, these payment conditions apply to each part delivered separately.

7.4. The customer is obliged to pay irrespective of whether it did or did not examine the goods.

7.5. If delay arises in the delivery due to circumstances for which the customer can be held liable, the amount owing will be due on the original date of shipment. Storage of the goods on behalf of the customer is made at the risk and cost of the customer. If the financial position of the customer or of the acceptant of the draft has deteriorated, before the moment a claim becomes due for payment or while the draft runs, or if Xirgo receives unfavorable information about the customer or the acceptant, the customer is obliged to arrange for immediate payment should Xirgo so require. If the customer is in arrears with its payments, Xirgo can, regardless of any further claims, postpone the performance of its obligations resulting from all agreements concluded with the customer or cancel from all agreements charging all costs incurred

7.6. If the customer does not pay within the time agreed Xirgo has the right, without any proof of default, to charge the customer interest equal to the statutory rate, without prejudice to any other remedy available to Xirgo.

7.7. If, after the further expiration of a date payment as set forth by registered letter, no payment has been received, the customer will be additionally charged for the amount of the extra-judicial collecting charges. If judicial collection is necessary, the customer is also charged for the costs thereof.

CLAUSE 8: MODIFICATION OF THE CONTRACT GOODS

Xirgo reserves the right to modify the specifications of goods designed by Xirgo providing that the modifications will not materially affect the performance of the goods.

CLAUSE 9: CANCELLATION OF ORDERS

The customer does not have the right to cancel orders, except in the case as foreseen in article 5, after written acceptance by Xirgo. If Xirgo accepts cancellation the customer shall be liable for termination charges which shall include a price adjustment based on the quantity of goods actually delivered, and all costs, direct or indirect, incurred and committed for the contract together with a reasonable allowance for pro-rated expenses and anticipated profits.

CLAUSE 10: PROPERTY PROVISION

10.1. Until the final settlement by the customer of payments due to Xirgo, Xirgo will retain the ownership of all goods delivered by it as guarantee for payment of all that is due without exception; consequently, as long as complete payment of the amount due to Xirgo has not been affected the customer will not be allowed to make a loan on, to pledge or put the goods delivered to it under mortgage, nor to let, lend or in any way or under any title take them away from the business; the customer is however authorized within the normal course of business to sell the goods, provided it does it against cash payment or stating the property proviso made by Xirgo.

10.2. The execution, if any, by Xirgo of rights to which it is entitled on the basis of the property proviso including the attachment of the goods can in no way be regarded as an act resulting in the cancellation of the agreement.

10.3. The customer is obliged to inform Xirgo forthwith if attachment of the goods is made by third parties or if the other measures regarding the goods are taken by third parties.

10.4. The customer herewith assigns to Xirgo, this as guarantee for payment of all that is due to Xirgo without exception, all claims already existing or in future to be obtained by the customer against third parties in respect of the delivery or placing at the disposal of those third parties by the customer in any way or under any title of goods delivered by Xirgo to the customer. At Xirgo's request the customer will supply each time an accurate specification in writing of all its claims on third parties at a date to be appointed by Xirgo. Insofar as assignment of these claims cannot take place legally at this moment because they are founded on legal relations not yet existing the assignment will be affected by receipt of the specification by Xirgo, which serves as acceptance of the assignment.

10.5. At the request of Xirgo, the customer must inform the relevant debtors of the assignment in writing and do all other things necessary or desirable in order to give the assignment full legal effect. The customer must inform Xirgo immediately, if attachment of the assigned claims is made by third parties or if other measure regarding the claims is taken by third parties.

CLAUSE 11: WARRANTY

11.1. Except as otherwise stated herein, Xirgo warrants the goods delivered exclusively against faulty workmanship or the use of defective materials and that such goods will conform to mutually agreed upon written specifications, drawings and other descriptions for a period set forth in 11.4. Xirgo further warrants that at the time of delivery Xirgo has title to the goods free and clear of any and all liens and encumbrances.

11.2. This warranty is void if the defect was caused by customer's misuse, neglect, improper installation or testing, repair attempts not authorized by Xirgo, unauthorized alteration or use of any such goods with supplies not meeting Xirgo's specifications, or any cause beyond the range of normal usage or by accident, fire, other hazard or through normal wear and tear.

11.3. Notwithstanding the above, Xirgo does not warrant that its products are fit for the customer's intended specific application or need.

11.4. The warranty commences on the day of delivery of the goods and is valid for a period of two years from date of shipment and covers the Xirgo manufactured products but does not include consumables where the normal decrease of their performance as a result of the intended use by customer will not be considered a defect (including but not limited to wires and battery). Accessories and sensors not manufactured by Xirgo are subject to the applicable manufacturer's warranty provided by the original manufacturer of the accessories and sensors.

11.5. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET IN THIS SECTION 11; XIRGO MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. XIRGO SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, EXCEPT WHERE PROHIBITED BY LAW AND, WHERE PROHIBITED, ANY SUCH WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY AND PERIOD REQUIRED BY LAW. WITH RESPECT TO WIRELESS SERVICES, XIRGO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO ANY EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

CLAUSE 12: COMPLAINTS

All claims against Xirgo on the grounds of incomplete or incorrect delivery are not valid unless a relevant complaint has been laid in writing before Xirgo within fourteen (14) days after receipt of the goods (or in case of an order is delivered in portions, within fourteen 14) days after receipt of the portion concerned). In addition, claims on the grounds of visible faults are only valid if the customer has had the alleged fault registered on the bill of lading or notice of receipt immediately on receipt of the goods. When Xirgo deals with a complaint it does not imply that it considers the complaint to be made in time or to be justified. Goods returned are exclusively accepted after previous shipment to Xirgo and providing they are sent freight paid. A complaint does not entitle the customer to hold up payment or on its part to set off the amount to be paid. If Xirgo deems the complaint to be timely made and to be justified, Xirgo shall, in the case of incomplete delivery, supply the deficiency or, in case of incorrect delivery, repair the "incorrect" goods or replace the same by others, at Xirgo's option, without Xirgo being liable for any claims for damages.

CLAUSE 13: QUALITY STANDARD AND LIMITATION OF LIABILITY

13.1. Slight imperfections in quality and measurements do not constitute a breach of contract.

13.2. The customer is assumed to have made sure that goods are fit for the purpose it wants to use them for. Therefore, Xirgo is not liable when the goods do not comply with this purpose.

13.3. Xirgo is not responsible for technical or other advice given by it or for services rendered by it.

13.4. Customer agrees, and agrees to communicate to its customers, that the products and /or services are not intended for use (a) in safety-critical or military applications (such as life support) where a failure of the Product or Service would reasonably be expected to cause severe personal injury or death, or (b) in a vehicle along with any other OBD II device. Customer shall fully indemnify Xirgo and its representatives against any damages arising out of the unauthorized use of products and / or services, including but not limited to any use in such safety-critical or military applications or along with any other OBD II device.

13.5. Customer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Customer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements of applicable federal, state, local or foreign governments and any agency or public authority thereof, concerning its products and any use of products and/or services in Customer's applications or resale of units containing products and/or services, notwithstanding any applications-related information or support that may be provided by Xirgo. CUSTOMER AGREES THAT, TO THE EXTENT CUSTOMER WILL USE OR RESELL THE PRODUCTS AND/OR SERVICES TO ASSIST IN COLLECTION OF AMOUNTS OWED TO IT OR ITS CUSTOMERS, CUSTOMER OR ITS CUSTOMERS, AS THE CASE MAY BE, WILL PROVIDE ITS OR THEIR CUSTOMERS WITH A WRITTEN DISCLOSURE EXPLAINING THE PURPOSE AND FUNCTIONALITY OF THE PRODUCTS AND, AS THE CASE MAY BE, OBTAIN ITS OR THEIR CUSTOMERS' CONSENT TO THE INSTALLATION OF THE PRODUCTS AS A CONDITION, AS THE CASE MAY BE, TO CUSTOMER'S OR ITS CUSTOMERS' FINANCING ANY CUSTOMER'S PURCHASE OF A VEHICLE FROM CUSTOMER OR ITS CUSTOMER. Customer understands that certain GNSS and/or starter disablement technology may not now, or in the future, be permitted by law in certain states. Customer bears exclusive responsibility for verifying that the products and/or services may be used in any particular installation or location. Xirgo shall not be liable for any claims or damages that may arise because the GNSS and/or starter disablement technologies are not permitted in a particular jurisdiction and customer indemnifies Xirgo against such claims and damages.

13.6. Limitations of Technology: Customer acknowledges the following inherent technical limitations relating to product and services use. Complete service area coverage at all times is improbable. The existence of unfavourable conditions, such as weather and wave interference from distant stations can interrupt product and service functionality. Moreover, if a product is moved out of an available service area, communication with that product will be unavailable until it returns to the available service area. Other environmental issues including, but not limited to service interruptions, poor coverage areas, network congestion, roaming and other wireless access issues may affect product and service performance. Global Navigation Satellite System ("GNSS") is a satellite-based positioning technology providing expansive coverage throughout the world. However, the GNSS antenna in a product must have a radio frequency link to the GNSS satellites. If such radio frequency link is impaired, the product may be unable to correctly recognize its location. Products and services have many complex elements and are not guaranteed against eavesdroppers, hackers, service attacks, viruses or interception. Customer agrees to inform all users of products and/or services, that Xirgo shall not be liable for any lack of privacy or security resulting from use of the products and/or services. Products and services are based on cellular technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom regulators with respect to cellular technology in mapping applications. In such event, Xirgo shall have no obligation to issue a refund or furnish replacement product. Further, Xirgo shall incur no liability arising from a lack of network capacity of the product which results from concentrations of usage in certain locations. With respect to wireless technology services, Xirgo is not obligated to maintain any particular technology if a wireless provider reduces or terminates such technology network. Xirgo will provide written notice of intended changes to such technology as soon as possible following Xirgo's receipt of such notice.

13.7. Xirgo has no further liability than complying with its commitments resulting from CLAUSE 11 (Warranty) or from CLAUSE 12 (Complaints). Excluded are all further liabilities, except those founded on the willfulness or gross negligence of Xirgo itself. So, liability for willfulness or gross negligence of personnel of Xirgo is excluded as well.

13.8. Should Xirgo be held liable for a breach of its contract, its sole and exclusive maximum liability shall in no event exceed the total purchase price under the applicable contract less the purchase price for any product delivered and accepted under this contract prior to the occurrence of the breach.

CLAUSE 14: FORCE MAJEURE

In the case Xirgo is prevented from performing its obligations under the agreement by force majeure, Xirgo has the right without judicial intervention to suspend the performance of the agreement or to consider the agreement terminated in whole or in part, at Xirgo's option, without Xirgo being liable for any claims for damages or warranty. Force majeure in this case must be understood to mean any circumstances, foreseen as well as unforeseen, as a result of which observance of the contract can no longer be reasonably expected by the customers including by way of illustration but not limitation: War, sabotage, rebellion, revolt or other unrest, acts of hostile states, transportation disturbances, strikes, accidents, fire, flood, earthquake, explosion, storm, epidemics and other catastrophes in nature, shortage of workers, shortage of petrol, shortage of raw materials or machines, technical failures, devaluation and inflation, as well as sudden increases of import duties and revenues and/or taxes and delayed delivery by suppliers. In such cases Xirgo has the right to divide in proportions among its customers the goods that are available.

CLAUSE 15: INTELLECTUAL PROPERTY

15.1. Xirgo shall be liable for all costs, damages and interests, to which the customer may be condemned by final and conclusive judgment or which pursuant to a settlement made amicably, may become due as a result of claims of third parties of infringement of intellectual property rights in connection with the delivery of goods by Xirgo to the customer.

15.2. This safeguarding is made under the condition that the customer informs Xirgo immediately of the alleged infringement, supplies Xirgo with the originals of all letters and legal documents exchanged in connection with the infringement and furthermore grants Xirgo power of attorney and authority to have the dispute and court proceedings possibly resulting therefrom conducted by a lawyer to be appointed by Xirgo in accordance with instruction to be given by Xirgo.

15.3. The aforementioned safeguarding is not applicable in the case the infringement is a result of the fact that the goods have been adapted to specifications submitted by the customer or is a result of alterations, modifications, combinations or additions made by the goods, after delivery by Xirgo, or is a result of other circumstances for which the customer can reasonably be held liable.

15.4. In addition, Xirgo is not responsible, if the customer, after it has been informed of the alleged infringement, continues to use the goods, or fails to install any corrections or enhancements made available by Xirgo, unless Xirgo has given its permission in writing to do so.

15.5. In the event that a claim that the delivery of goods by Xirgo infringes any valid third party intellectual property right is made, or in Xirgo's opinion is likely to be made, or the use of the goods is enjoined or, in Xirgo's opinion is likely to become the subject of an injunction preventing its re-sale or use as contemplated, Xirgo may, at Xirgo's expense and sole election: (1) procure for customer the right to use such goods; (2) modify such goods so that they become non-infringing such that their use is not enjoined; or (3) if neither of the foregoing options is reasonably available, refund to customer all amounts paid for the infringing goods, depreciated on a straight-line basis over a three (3) year period starting on the date of shipment of such goods to customer. Xirgo is not liable if the owner of the patent refuses to grant Xirgo a license or refuses to settle for past damages despite Xirgo's request to be licensed.

15.6. The aforementioned is the only and exclusive responsibility of Xirgo in connection with infringement of the rights of third parties and Xirgo is in no way further or otherwise responsible to the customer.

15.7. Customer acknowledges that all intellectual property related to products and services are the property of Xirgo. Customer shall not reverse engineer, have products and/or services reverse engineered, and shall not aid a third party in reverse engineering products and/or services. Xirgo grants to Customer a limited, non-exclusive license to use firmware contained in, or software provided with, Xirgo products and/or services, exclusively for the operation, configuration, management, maintenance or

use of Xirgo products and/or services, as approved by Xirgo. Unless otherwise agreed in writing with Xirgo, Customer has no rights to use any of Xirgo's trade names, trademarks, service marks, logos, domain names, or other distinctive product features. Customer agrees that it shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within products and/or services.

CLAUSE 16: NON-WAIVER OF DEFAULT

In the event of any default by the customer, Xirgo may decline to make further shipment. If Xirgo elects to continue to make shipments, Xirgo's action shall not constitute a waiver to claim any default by customer nor in any way affect Xirgo's legal remedies for any such default.

CLAUSE 17: TERMINATION

If the customer does not comply, duly or in time, with any obligation which might result from an agreement made with Xirgo as well as in the case of bankruptcy, suspension of payment, closing down or liquidation of the customer's company, he is presumed to be in default by law and Xirgo has the right without giving notice of default and without judicial intervention to delay the execution of the agreement or to terminate the agreement in whole or in part, at Xirgo's option, without Xirgo being liable for any compensation or warranty, but regardless of Xirgo's further rights. In these cases all claims, which Xirgo has against or are due from the customer, are due immediately and without delay.

CLAUSE 18: ASSIGNMENT

The rights and obligations off the customer by virtue of these terms and conditions cannot be assigned by the customer otherwise than to the successors and assignees of the entire business of the customer. Xirgo shall have the right to assign and transfer all its obligations and rights under the agreement with the customer to any third party, upon written communication to the customer.

CLAUSE 19: EVIDENCE

Subject to proof of the contrary, the administrative data and accounting records of Xirgo are final proof in connection with the agreements made by the customer.

CLAUSE 20: APPLICABLE LAW, COMPETENT JUDGE

Lithuanian law is exclusively applicable to the legal relations between Xirgo and the customer. The competent judge at Kaunas has in first instance exclusive jurisdiction in respect of the ruling of disputes between Xirgo and the customer. The applicability of the United Nations Convention on International Sale of Goods is expressly excluded.

CLAUSE 21: EXPORT CONTROL

In recognition of U.S. and local (in particular Lithuanian) export control laws, customer hereby agrees that any export license or other documentation will be obtained prior to exportation of any product or technical data acquired by the customer from Xirgo. Accordingly, each party agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data,

software or software source code covered under this Agreement or any direct product of such technical data, software or software source code. Neither party shall sell, export, re-export, transfer, divert, or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity or country prohibited by USA, EU, or other applicable laws. Where applicable, the Customer shall not re-export any such product, technical data, software or software source code directly or indirectly to or for use in Russia. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfil its obligations under this Agreement. The Customer shall take all necessary steps to ensure compliance with this clause and shall not engage in any activity that would result in violation of any USA, EU, or other applicable laws and upon request and at its own expense, provide such written assurances and other documentation to Xirgo as may be reasonably necessary to comply or demonstrate compliance with these provisions. If the Customer becomes aware of any potential or actual violation of this clause, the Customer shall immediately notify Xirgo in writing and take necessary corrective action. The Customer will be liable and hold harmless Xirgo from and against all claims, settlements, judgments, penalties, fines, and expenses (including without limitation attorneys' fees and costs) that arise out of, relate to, or result from any breach of this section and Xirgo reserves the right to terminate this Agreement with immediate effect.

CLAUSE 22: COMPLIANCE WITH ANTI-CORRUPTION AND ANTI-BRIBERY LAWS

22.1. Both Xirgo and the customer represent, warrant and undertake to comply with any anti-corruption and anti-bribery laws or similar legislation, codes, rules, policies and regulation applicable to the performance of its obligations in relation to any order and not take any action or permit, authorize or tolerate any action in violation of the anti-corruption and anti-bribery laws.

22.2. For the avoidance of doubt the customer represents and warrants to Xirgo that:

22.2.1. Customer, and to its best knowledge, its partners, officers, directors, employees, agents and anyone acting on its behalf (collectively, the "Representatives") are in compliance with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (collectively, the "Anti-Bribery Laws").

22.2.2. Neither the customer, nor to its best knowledge, any of its Representatives has a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of the customer, or any of its Subsidiaries, other than any relationships or associations that have been disclosed in writing to Xirgo.

22.2.3. Neither the customer, nor to its best knowledge, any of its Representatives is or has been subject to any investigation, inquiry, or enforcement proceeding by any court, governmental, administrative, or regulatory body, or customer regarding any violation or alleged violation of any Anti-Bribery Laws.

22.2.4. The following definitions apply to this clause 22.2:

(a) 'Close Family Member' means (I) the individual's spouse; (II) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (III) the spouse of any persons listed in subcategories (I) and (II); and (IV) any other person who shares the same household with the individual.

(b) 'Government Entity' means (I) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (II) any political party; (III) any entity or business that is owned or controlled by any of those bodies listed in subcategory (I) or (II); or (IV) any international organization, such as the United Nations or the World Bank.

(c) 'Government Official' means (I) any director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent, or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (II) any political party, political party official, or political party employee; (III) any candidate for public or political office; (IV) any royal or ruling family member; or (V) any agent or representative of any of those persons listed in subcategories (I) through (IV).

CLAUSE 23: COMPLIANCE WITH DATA PROTECTION

From time-to-time Xirgo may transfer data acquired from the customer for the purpose of carrying out the performance of this agreement with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Xirgo. By the customer submitting data, the customer agrees to this transfer, storing or processing. Xirgo will take reasonable steps necessary to ensure that the customer's data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

CLAUSE 24: COMPLIANCE WITH CALIFORNIA PROPOSITION 65

California's Proposition 65 ('Prop 65'), also known as Safe Drinking Water and Toxic Enforcement Act, is a Right-To-Know law that mandates warning labels on products sold in California which contain certain chemicals, including heavy metals, known to the state of California as causing cancer, birth defects, or other reproductive harm. Xirgo HEREBY PUTS THE CUSTOMER ON NOTICE THAT THE GOODS MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER BIRTH DEFECTS AND OTHER REPRODUCTIVE HARM. The customer agrees and acknowledges that it is the Customer's sole and exclusive responsibility to comply with the warning requirements of Prop 65 and implementing regulations. The customer further agrees to label goods obtained or purchased by the customer, whether for distribution, resale, use or otherwise, in compliance with Prop 65 and implementing regulations. The customer agrees to take sole and completely responsibility for any and all claims, damages, losses and expense resulting from its failure to comply with warning requirements set forth in Prop 65. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS XIRGO AND ITS AFFILIATES, AND THEIR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS FROM ANY AND ALL CLAIMS, COSTS, PROCEEDINGS, DEMANDS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND LEGAL COSTS) OF ANY KIND OR NATURE, RESULTING FROM OR RELATED TO THE CUSTOMER'S ACTUAL OR ALLEGED FAILURE TO COMPLY WITH THE WARNING REQUIREMENTS SET FORTH IN PROP 65. THE CUSTOMER'S ACCEPTANCE OF THE GOODS CONSTITUTES AN EXPRESS ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS THIS CLAUSE 24.

CLAUSE 25: AFFIRMATIVE ACTION COMPLIANCE

The customer and any of its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, colour, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, colour, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

CLAUSE 26: SPECIAL WIRELESS DATA PROVISIONS

26.1. Customer must not use or assist others to use the wireless service or a product for any unlawful, unauthorized, abusive or fraudulent purpose. Customer must make good faith efforts to minimize abuse or fraudulent use, to promptly report to Xirgo any abuse or fraudulent use of which they become aware, and to cooperate in any investigation or prosecution initiated. Customer must use its best efforts to disable any SIMs, or otherwise block access to the wireless service to any user suspected of abuse or fraudulent use.

26.2. Customer understands and agrees that: (1) it has no contractual relationship with the underlying wireless service carrier, (2) it is not a third party beneficiary of any agreement between Xirgo and the underlying carrier, (3) the underlying carrier has no liability of any kind to customer, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (4) messages or data transmissions may be delayed, deleted or not delivered, and emergency calls may not be completed, (5) the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the services.

26.3. Customer shall not use the wireless service provided hereunder in any manner that (a) infringes the intellectual property, publicity, privacy or other proprietary rights of others, (b) violates any applicable laws, including those related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise inappropriate.

26.4. Customer shall not violate or attempt to violate the security of the wireless service provided hereunder, including (a) accessing data not intended for customer, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including via means of overloading, "flooding", "mail-bombing" or "crashing," (d) forging any TCP/IP packet header or any part of the header information in any email, (e) taking any action in order to obtain services to which customer is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations may result in civil or criminal liability. Customer consents to the processing of information necessary to provide the service from Cisco Jasper's data centers in the United States or elsewhere in the world.

CLAUSE 27: GENERAL LIMITATIONS

XIRGO SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF THE PRODUCTS AND/OR SERVICES, REGARDLESS OF THE CAUSE. IN NO EVENT SHALL XIRGO BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER XIRGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES MAY INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, COSTS TO PROCURE SUBSTITUTE PRODUCTS AND/OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. WITH RESPECT TO WIRELESS SERVICES, IN NO EVENT WILL XIRGO BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO, SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, LOST OR ALTERED MESSAGES OR TRANSMISSIONS, OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF 'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS,

CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS. CUSTOMER AGREES TO INDEMNIFY AND HOLD XIRGO HARMLESS FROM AND AGAINST ANY AND ALL LOSSES OR DAMAGES CAUSED BY USE OF PRODUCTS AND/OR SERVICES BY CUSTOMER OR CUSTOMER'S CUSTOMERS. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST XIRGO MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED. TO THE EXTENT THAT ANY OF THE ABOVE LIMITATIONS ARE PRECLUDED IN A GIVEN JURISDICTION, SUCH PRECLUSION SHALL NOT AFFECT ANY OTHER LIMITATIONS NOT SO PRECLUDED.