



GENERAL TERMS AND CONDITIONS

CROSSYN AUTOMOTIVE B.V.

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1. INTRODUCTION AND DEFINITIONS

1. Crosssyn operates its Platform to process the data received from the Devices installed in a Vehicle. Service Providers can manage their Third-Party Services and access the data of participating Users through the Service Providers Portal. Data can be managed by the User through the Drivers Portal, by sharing them (or not) in order to make use of specific Third-Party Services.
2. In these General Terms and Conditions, the following capitalised definitions shall have the meanings set out below:

Account	The account that is created by Crosssyn for employees of the Service Provider and with which access can be gained to the Service Providers Portal.
Agreement	Agreement and/or undertaking between the Service Provider and Crosssyn for the provision of the Services.
Crosssyn	The private company with limited liability under Dutch law Crosssyn Automotive B.V., having its corporate seat in Tilburg, and offices at the Fraterstraat 22 (5041 DL).
Devices	The Redstone and Observer (in case the latter has been supplied).
Driver	The natural person driving a Vehicle.
Drivers Portal	A web environment managed by Crosssyn, in which the User can log in with its username and password and in which he can manage (among other things) his privacy preferences.
General Terms and Conditions	The most recent version of these General Terms and Conditions, which can be found on www.crosssyn.com .
Installer	The auxiliary person appointed by the Service Provider (if any), who (de-)installs Devices and initiates or terminates the data transfer.
Network	The infrastructure over which the mobile telecommunications of the Redstone is carried out.
Observer	A device, managed by Crosssyn, on which software is installed that has been supplied or made available by Crosssyn, suitable to read or request data from the Vehicle after installation, and to send these data to the Redstone.
Platform	The combination of hardware and software applications with which the data are further processed and stored after they have been received from the Redstone.
Redstone	A device, managed by Crosssyn and equipped with a SIM card, suitable to generate data after installation in a Vehicle, to receive it from the Observer (if installed) and to transmit it to the Platform via the Network.

Service Provider	The party that offers a Third-Party Service via the Service Providers Portal and that has entered into an Agreement with Crossyn.
Service Providers Portal	A web environment managed by Crossyn, in which authorised employees of the Service Provider can log in with the username and password of their Accounts and in which they can (among other things) access data and manage their Third-Party Services.
Services	The services to be provided by Crossyn, including (but not limited to) the processing of data on the Platform and the services with which the Service Provider can manage Third-Party Services and access data via the Service Providers Portal, including all products and services, such as the Devices, the Service Providers Portal, the Network and the Platform, used to provide these services.
Third-Party Service	An application or service offered by a Service Provider to a User that requires data processed on the Platform.
User	The natural person who has registered for the Drivers Portal and has entered into an agreement with Crossyn.
Vehicle	A means of transport equipped with one or more Devices.

2. APPLICABILITY

1. As from the 1st of September 2020, these General Terms and Conditions apply to all offers made by Crossyn and to all Agreements concluded or to be concluded by Crossyn, as well as to all obligations arising from the Agreements or pre-contractual legal relationships concluded and to be concluded between the Service Provider and Crossyn. Crossyn may outsource its rights or obligations to a sister company or to another third party engaged by Crossyn for this purpose. In case of transfer or outsourcing by Crossyn, these General Terms and Conditions are also applicable.
2. The applicability of purchase conditions or other conditions of the Service Provider is expressly rejected.
3. Specific arrangements may be included in the offer and the Agreement itself. Crossyn expressly points out that these arrangements apply to the relevant offer and Agreement. In the event of any inconsistency, the arrangements in the relevant offer and Agreement prevail over the General Terms and Conditions applicable to that offer and Agreement.
4. Crossyn is entitled to amend these General Terms and Conditions unilaterally. Crossyn will notify the Service Provider of the intended changes one month prior to the entry into force of the amended General Terms and Conditions. In such case the amended General Terms and Conditions will be made available via the website, an e-mail

message or other appropriate means. If the Service Provider continues to use the Services after the entry into force of the amended General Terms and Conditions, it is deemed to have agreed to the new General Terms and Conditions, which then apply to the Agreement from the date of entry into force.

5. If any provision of these General Terms and Conditions is or becomes unlawful, invalid or unenforceable in any respect, in whole or in part, the remaining provisions or the valid part of the invalid provision will remain in full force and enforceable, without any consequences for the other obligations of the Service Provider and Crossyn. Furthermore, the unlawful, invalid or unenforceable provision will be replaced by a provision with as much as possible the same legal and commercial intent.

3. OFFERS

1. Documents relating to Crossyn's offers, such as price quotations or presentations, are drawn up with due care. Unfortunately, Crossyn cannot guarantee that their content is correct at all times. Therefore, the Service Provider cannot derive any rights from this.

4. SERVICES

1. Crossyn provides, among other things, the services as described in the Agreement. Crossyn will use its best endeavours to perform the Services with care, in accordance with the arrangements and procedures laid down in writing with the Service Provider (if applicable). All Crossyn's Services are performed on the basis of a best efforts obligation, unless and insofar Crossyn has explicitly committed to a result in the written Agreement between Crossyn and the Service Provider and such a result has been described with a sufficient degree of determination.
2. In order for the vehicle data to be transmitted to Crossyn's Platform, Crossyn provides the Service Provider with the number of Devices as set forth in the Agreement.
3. Crossyn will process personal data (including the data generated and collected by the Devices) on behalf of the Service Provider. To this end, the Service Provider and Crossyn shall enter into a written data processing agreement in order to comply with the personal data protection regulations. The exact personal data to be processed by Crossyn will be determined in mutual consultation and depends on the wishes of the Service Provider and the purposes it aims to achieve. Therefore, the data processing agreement shall at least include an overview of the purposes of the data processing and the personal data to be processed by Crossyn.
4. Pursuant to the Agreement, Crossyn grants the Service Provider and the Users a right to access and use a password-protected web environment. In the Service Providers Portal, to which authorised employees of the Service Provider have access via their Account, people can be invited to the Third-Party Service(s) offered by the Service

Provider, and the data of the participating Users can be retrieved (via API) to the extent that the participating User is willing to share his personal data with the Service Provider. Participating Users can manage their privacy preferences in the Drivers Portal to which they have access.

5. SERVICE LEVEL AGREEMENT

1. Any arrangements concerning a service level (Service Level Agreement) will only be expressly agreed upon in writing. The Service Provider will inform Crossyn without delay of all circumstances that affect or may affect the service level and the availability of the Services.
2. In case arrangements on a service level have been made, the availability of the Services will always be measured in such a way that the pre-announced outage for preventive, corrective or adaptive maintenance or other forms of service, as well as circumstances beyond Crossyn's control, will not be taken into account. Subject to proof to the contrary to be provided by the Service Provider, the availability measured by Crossyn will count as full proof.

6. LIMITATIONS

1. Crossyn provides the Services on behalf of the Service Provider. The Service Provider is only allowed to use the Services for his own company, organisation or Third-Party Service, and only to the extent necessary for the use intended by Crossyn.
2. The Service Provider undertakes not to decompile, reproduce, translate, adapt, arrange or modify the Devices, the Drivers Portal or any other part of the Services, even if such actions would be necessary for the use of the Devices and the Drivers Portal in accordance with their intended use. The Service Provider furthermore undertakes not to use the Devices and the Drivers Portal with products and services other than the Crossyn Services, and shall refrain from any act or omission that disturbs the functioning of the Services or provides unauthorised access to them.
3. Crossyn reserves the right to deny access to and/or the use of (parts of) the Services, immediately and without prior notice, if: a) Crossyn is obliged to do so on the basis of regulations, b) Crossyn suspects that the Service Provider is misusing the Services or is using them unlawfully, c) the Service Provider does not fulfil its obligations under an Agreement, or does not do so on time or correctly, d) the Service Provider provided incorrect or incomplete information to Crossyn during or after the conclusion of an Agreement. The pre-existing payment obligation remains at all times and the foregoing is without prejudice to any other measures or the exercise of other legal and contractual rights by Crossyn towards the Service Provider. In none of these cases will Crossyn be obliged to pay any damages or restitution as a result of (fully or partially) restricting access to and use of the Services.

7. TRANSFER OF RISK

1. The risk of loss, theft, embezzlement or damage to goods, data (including: user names, codes and passwords), documents, software or data files produced for, supplied to or used by the Service Provider within the framework of the execution of the Agreement shall pass to the Service Provider at the moment at which they are placed at the actual disposal of the Service Provider, an auxiliary person of the Service Provider or an end customer of the Service Provider.

8. CHANGES TO THE SERVICES

1. Crossyn is entitled to make temporary or permanent changes to the Services. If such changes are substantial and result in a change of the procedures applicable at the Service Provider, Crossyn will inform the Service Provider as soon as possible. The above does not entitle the Service Provider to compensation of damages towards Crossyn.
2. Crossyn is not obliged to maintain, change or add certain properties or functionalities of the Services, unless Crossyn and the Service Provider have explicitly agreed otherwise and the agreements made in this respect have been recorded in writing.
3. All changes to software will be subjected to various tests during development. As part of these tests, Crossyn will check whether the already existing functionalities are still functioning correctly after modification of the software. Crossyn will check the most common scenarios in order to find out if there are possible problems when deploying the changes to the production environment.
4. After the changes have been deployed in the production environment by Crossyn, the previous version of the software will be supported for up to six months.
5. Crossyn is entitled to temporarily put the Services out of use, in whole or in part, or to limit the use of the Services, insofar this is necessary for preventive, corrective or adaptive maintenance or other forms of service, without this resulting in a right to compensation from the Service Provider towards Crossyn. Crossyn will ensure that the outage does not last longer than necessary and, if possible, takes place at times when the Services are generally used least intensively.

9. TEST EQUIPMENT

1. Only if this has been agreed in writing, Crossyn will be obliged to provide the Service Provider with test equipment with regard to the Devices and (the parts of) the Services in which the Service Provider is interested. Crossyn may attach (financial) conditions to the provision of test equipment. Crossyn offers test equipment in a standard version and exclusive of accessories. The Service Provider is liable for use, damage, theft or loss of the test equipment.

10. DELIVERY DEVICES

1. The Devices and/or (accompanying) goods shall be delivered to the delivery address indicated by the Service Provider, the Installer or the User. Crossyn shall only be responsible for the preparation of the Devices and/or (accompanying) goods for shipment. The Service Provider is responsible for shipment from the warehouse to the place of destination. If for whatever reason nobody is present at the delivery, Crossyn's supplier is deemed to have delivered the Devices and/or (accompanying) goods as specified on the delivery note in the quantities stated. After the delivery, the person to whom the Devices and/or (accompanying) goods have been delivered is responsible for proper management and storage thereof.
2. The costs of transport, insurance, hoisting, hiring temporary facilities, etc. are not included in the price and will be charged to the Service Provider where applicable.
3. Crossyn is at all times entitled to execute the Agreement in partial deliveries.
4. Returns are only permitted if Crossyn has given its prior written consent.

11. (DE-)INSTALLATION AND USE DEVICES

1. The Service Provider is responsible for the correct installation or de-installation of the Devices and the successful establishment or termination of the data transfer by connecting or disconnecting the Devices, the Vehicle and the User via the Workshop Portal or by contacting Crossyn's service desk. The Service Provider is also responsible for the correct identification of the User and the correct application of the Devices.
2. The Service Provider must comply with Crossyn's instructions, guidelines and directions relating to the installation, de-installation, connection, disconnection and use of the Devices.
3. The Service Provider guarantees that all users on its behalf deal with the Devices in a responsible manner.
4. It is not permitted to carry out repairs or other work on a Device (or have such work carried out) other than with Crossyn's written permission. Crossyn will not withhold such permission on unreasonable grounds.
5. The Service Provider may appoint an Installer as an auxiliary person, who will carry out the aforementioned responsibilities of the Service Provider.

12. ADVICE AND CONSULTANCY

1. Any services provided by Crossyn in the field of advice and consultancy will be carried out by Crossyn entirely independently, at its own discretion and not under the supervision and direction of the Service Provider, exclusively on the usual working days and times of Crossyn.
2. Crossyn is not bound to a lead time of the assignment because the lead time of an assignment in the field of advice or consultancy depends on various factors and

circumstances, including the quality of the data and information provided by the Service Provider and the cooperation of the Service Provider and relevant third parties.

3. The Service Provider uses the advice and/or consultancy report issued by Crossyn at its own risk. The burden of proof that the advice and consultancy services do not comply with what has been agreed upon in writing or with what may be expected from a reasonably acting and competent party, lies entirely with the Service Provider, without prejudice to Crossyn's right to provide proof to the contrary by all means.
4. Without prior written consent of Crossyn, the Service Provider is not entitled to disclose to a third party the working methods and techniques of Crossyn and/or the content of the advice or reports of Crossyn. The Service Provider will not provide the advice or reports of Crossyn to a third party or make them public in any other way.

13. TERMS

1. Crossyn shall make reasonable efforts to observe as much as possible the (delivery) periods and/or (delivery) dates indicated by Crossyn or agreed between the parties, whether they are final or not. Interim (delivery) dates indicated by Crossyn or agreed between the parties are always considered target dates, are not binding for Crossyn and are always indicative in nature.
2. If any deadline is expected to be exceeded, Crossyn will report this as soon as possible and the parties will consult to discuss the consequences of the delay for the further planning.
3. In all cases – therefore also if parties have agreed on a final (delivery) term or (delivery) date – Crossyn will only be in default due to exceeding of time after the Service Provider has given Crossyn written notice of default, whereby the Service Provider grants Crossyn a reasonable period of time during which it still may perform in conformity with its obligation, and it nevertheless fails to accomplish the indebted performance within that period. The notice of default must contain a description of the breach that is as complete and detailed as possible, so that Crossyn is given the opportunity to respond adequately.
4. If it has been agreed that the provision of the agreed performances will take place in phases, Crossyn is entitled to postpone the start of the performances belonging to a phase until the Service Provider has approved the results of the preceding phase in writing.
5. Crossyn is not bound by a (delivery) date or (delivery) period, whether final or not, if the parties have agreed to a change in the content or scope of the Agreement (additional work, change in specifications, etc.) or a change in the approach to the execution of the Agreement, or if the Service Provider does not fulfil its obligations arising from the Agreement, or does not do so on time or in full. The fact that (the

demand for) additional work occurs during the execution of the Agreement is never a ground for the Service Provider to terminate or dissolve the Agreement.

14. PRICES AND PAYMENT TERMS

1. All prices and other rates used by Crossyn are exclusive of value added tax (VAT), delivery or shipping costs and/or exclusive of any other government levies that are for the account of the Service Provider, unless stated otherwise.
2. Crossyn shall invoice the costs for a) the delivered Devices, withing 14 days after the Devices have been delivered to the agreed address, and b) each activated Device (or each activated set of Devices), on a monthly basis. Monthly costs for activated Devices shall be calculated based on the average of the number of activated Devices at the beginning of a calendar month and at the beginning of the subsequent calendar month.
3. The Service Provider acknowledges and accepts that during the contract period the Service Provider is obliged to reimburse the monthly costs, regardless of whether the Services are used.
4. In the event of a periodic payment obligation on the part of the Service Provider, Crossyn may, in writing and in accordance with the index or other criterion included in the Agreement, change the applicable prices and rates on the term stated in the Agreement. If the Agreement does not explicitly provide for the possibility to change the prices or rates, Crossyn may change the applicable prices and rates in writing with due observance of a period of at least two months.
5. Invoices must be paid within 14 days of the invoice date. Payment must be made by deposit or credit to a bank account specified by Crossyn. The date of Crossyn's bank statement, on which the deposit or crediting of the payment is mentioned, determines the day of payment.
6. If the Service Provider disputes payments by direct debit, the Service Provider must inform Crossyn of this within 14 days.
7. If the Service Provider does not pay the amounts due or does not pay them on time, the Service Provider shall owe statutory interest for commercial agreements on the outstanding amount, with no reminder or notice of default being required. If the Service Provider fails to pay the claim after a reminder or notice of default, Crossyn can pass on the claim and the Service Provider will, in addition to the total amount due at that time, also be obliged to reimburse all reasonable judicial and extrajudicial costs, including all costs charged by external experts. This is without prejudice to the other legal and contractual rights of Crossyn.

8. With regard to all payment obligations of the Service Provider to Crossyn on any grounds whatsoever, any claim by the Service Provider on suspension, price reduction and/or setoff is excluded.

15. COMPLAINTS

1. Complaints about (part of) the Services will have no effect if they have not been reported to Crossyn within a reasonable period after the discovery of the defect, accurately stating the nature and scope of the complaints.
2. Complaints about an invoice have no effect if they have not been reported and substantiated in writing to Crossyn within 14 days after the invoice date at the latest. After expiry of the aforementioned period of 14 days, the Service Provider is deemed to have approved and accepted the invoice.
3. For the sake of completeness, with reference to the provisions of Article 14.8 of these General Terms and Conditions, it should be noted that, even if a complaint about (part of) the Services or an invoice is submitted on time, any reliance on suspension, price reduction and/or setoff is excluded.
4. If Crossyn is of the opinion that a complaint is well-founded, Crossyn is only obliged to make a new delivery or adjustment of the invoice as soon as possible without the Service Provider being entitled to any compensation.

16. INTELLECTUAL PROPERTY

1. All (current and future) intellectual property rights to the software, websites, data files, databases, equipment, know-how or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory materials thereof developed or made available to the Service Provider on the basis of the Agreement, belong exclusively to Crossyn, its licensors or its suppliers. The Service Provider obtains, after payment of what he is indebted to Crossyn as a result of the Agreement, only the rights of use which are explicitly granted by these General Terms and Conditions, an Agreement concluded between parties in writing and mandatory by law. A right of use attributable to the Service Provider is revocable, non-exclusive, non-transferable, non-pledgeable and non-sublicensable. The Service Provider shall at all times strictly observe the agreed restrictions, of whatever nature or content, on the right of use.
2. If Crossyn is prepared to undertake to transfer a right of intellectual property, such an undertaking can only be entered into explicitly and in writing. If parties agree in writing that an intellectual property right with regard to software, websites, data files, equipment, know-how or other works or materials specifically developed for the Service Provider, will be transferred to the Service Provider, this does not affect Crossyn's right or ability to use and/or exploit the components, designs, algorithms,

documentation, works, protocols, standards and the like underlying that development for other purposes, either for itself or for third parties, without any restriction. Crossyn also has the right to use and/or exploit the general principles, ideas and programming languages used for the creation or underlying development of any work for other purposes, either for itself or for third parties, without any restriction. Furthermore, the transfer of an intellectual property right does not affect Crossyn's right to do developments for itself or a third party that are similar or derived from those done for the Service Provider.

3. The Service Provider will not remove, cover or change any indication(s) concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property right from the software, websites, data files, equipment or materials (or have them removed).
4. Crossyn indemnifies the Service Provider against any claim of a third party that is based on the fact that software, websites, data files, equipment or other materials developed by Crossyn itself infringe an intellectual property right of that third party, under the condition that the Service Provider informs Crossyn immediately in writing about the existence and content of the claim, and leaves the handling of the case, including the conclusion of any settlements, entirely to Crossyn. The Service Provider will provide Crossyn with the necessary powers of attorney, information and cooperation to defend itself against these claims. This obligation to indemnify expires if the alleged infringement is related (i) to works or materials made available to Crossyn by the Service Provider for use, adaptation, processing or maintenance, or (ii) to changes made by the Service Provider to the software, websites, data files, equipment or other works or materials without Crossyn's written consent. If it is irrevocably established in court that the software, websites, data files, equipment or other materials developed by Crossyn itself infringe any intellectual property right belonging to a third party or if in the opinion of Crossyn there is a reasonable chance that such an infringement occurs, Crossyn will, if possible, ensure that the Service Provider can continue to use the delivered, or functionally equivalent other software, websites, data files, equipment or materials. Any other or more extensive indemnification obligation of Crossyn due to infringement of an intellectual property right of a third party is excluded.
5. The Service Provider guarantees that no rights of third parties oppose the provision to Crossyn of equipment, software, material intended for websites, data files and/or other materials, designs, and/or other works with the purpose of use, maintenance, adaptation, installation or integration, including the possession of the appropriate licences. The Service Provider indemnifies Crossyn against any claim of a third party

that is based on such provision, use, maintenance, adaptation, installation or integration infringes any right of that third party.

6. Crossyn is entitled to use (image) brands, logos or trade names of the Service Provider in its external communication.

17. LIMITATIONS, WARRANTIES AND INDEMNITY

1. Crossyn shall provide a warranty on the Devices, which is equal in form, extent and duration to the warranty actually provided to Crossyn by the manufacturer of the Devices in a given case. Any form of warranty will lapse if a defect has arisen as a result of injudicious or improper use, incorrect storage or alterations or the performance of maintenance without the written permission of Crossyn.
2. Use of the Services (in particular the Devices) is only possible with suitable vehicles and in designated countries (an up-to-date list of which can be found on Crossyn's website). The availability and quality of the data depends on the vehicle and may vary according to make, model, type and year of manufacture. Some vehicles only provide support for the retrieval of certain data points when stationary.
3. The quality and operation of the Services depends on the access to and the quality of the data and the connection for data transmission. As the connection may be disrupted by an external source and/or atmospheric conditions and depends on the radio coverage and data capacity of the Network, the quality, availability and/or throughput of the Services cannot be guaranteed always and everywhere. Crossyn is not liable for any damage related to the temporary unavailability, incorrect or incomplete availability of the Services.
4. Crossyn will make an effort to keep well-functioning Services operational. Partly in connection with what is stipulated in this article, Crossyn will however reject any explicit or implicit guarantee or condition, including but not limited to the quality, accuracy, timeliness, completeness, correctness, reliability or suitability for a particular purpose or not constituting a breach of the Services. Furthermore, Crossyn does not guarantee that the web environments developed by it work properly in conjunction with all types or new versions of web browsers and any other software and/or websites.
5. Furthermore, Crossyn does not give any warranties, nor does it accept responsibility for data files and software of third parties Crossyn cooperates with. Crossyn is only obliged to make every effort to ensure that it has the most recent version in good time.
6. Crossyn does not guarantee that the Services are free of malware or other harmful components.

18. LIABILITY

1. The total liability of Crossyn on account of attributable shortcomings in the performance of the Agreement or on any legal basis whatsoever, explicitly including any shortcoming in the performance of a warranty or indemnification obligation agreed upon with the Service Provider, is limited to compensation of damage as elaborated in this article.
2. Direct damage is limited to a maximum of the amount of the price stipulated for that Agreement (excl. VAT). If the Agreement is mainly a continuing performance contract with a term of more than one year, the price stipulated for that Agreement will be set at the total of the fees (excl. VAT) stipulated for one year. Under no circumstances will Crossyn's total liability for direct damage, on any legal basis whatsoever, exceed the amount of the payment made by Crossyn's insurer per claim, with a maximum of € 500,000 (five hundred thousand euros) per event, whereby a series of related events will count as a single event.
3. Damage due to death or physical injury is limited to the amount of the payment made by Crossyn's insurer per claim, with a maximum of € 1,250,000 (one million two hundred and fifty thousand euros) per event, whereby a series of related events will count as a single event.
4. Indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation, loss of customers, damage to reputation, damage as a result of claims of end customers of the Service Provider, damage related to incorrect or unlawful use of data by the Service Provider, damage related to the use of goods, materials or software of third parties prescribed by the Service Provider to Crossyn and damage related to the engagement of suppliers prescribed by the Service Provider to Crossyn is excluded. Also excluded is the liability of Crossyn related to mutilation, destruction or loss of data or documents.
5. The exclusions and limitations of liability of Crossyn described in the paragraphs 2 up to and including 4 of this article are without prejudice to the other exclusions and limitations of liability of Crossyn described in these General Terms and Conditions.
6. The exclusions and limitations referred to in the paragraphs 2 up to and including 5 of this article shall lapse if and to the extent that the damage is the result of intent or gross negligence on the part of Crossyn's management.
7. Unless fulfilment by Crossyn is permanently impossible, Crossyn's liability on account of an attributable shortcoming in the fulfilment of an Agreement only arises if the Service Provider immediately gives Crossyn written notice of default, whereby a reasonable period of time is granted for the rectification of the shortcoming, and Crossyn nevertheless fails to accomplish the indebted performance within that period.

The notice of default must contain a description of the breach that is as complete and detailed as possible, so that Crossyn is given the opportunity to respond adequately.

8. A precondition for the existence of any right to compensation is always that the Service Provider reports the damage to Crossyn in writing within two weeks after it has arisen. Any claim for compensation against Crossyn will lapse by the mere expiry of twelve months after the claim has arisen, unless the Service Provider has instituted a legal action for compensation of the damage before the expiry of that period. The right to compensation also expires if the Service Provider has failed to take measures to limit the damage immediately after it has occurred, and/or to prevent (other or additional) damage.
9. The Service Provider indemnifies Crossyn against all claims of third parties in connection with a violation by the Service Provider of the agreements in the Agreement or these General Terms and Conditions, or due to product liability as a result of a defect in a product or system delivered by the Service Provider to a third party that also consisted of Services, Devices, (accompanying) goods, software or other materials delivered by Crossyn, unless and insofar as the Service Provider proves that the damage is caused by those Services, Devices, (accompanying) goods, software or other materials.
10. Any companies affiliated with Crossyn cannot be held liable by the Service Provider for any damage and/or costs whatsoever, regardless of a possible management position of these companies.

19. FORCE MAJEURE

1. Crossyn is not liable for a shortcoming in the fulfilment of an Agreement that is the result of force majeure. Should Crossyn not be able to fulfil its obligations for whatever reason as a result of force majeure, then it is entitled to postpone the fulfilment until the time at which the force majeure situation will have ended.
2. In addition to what is understood in law and jurisprudence in this respect, force majeure shall in any case be understood to mean: war, revolutions, terrorist actions, natural disasters, transport impediments, extreme weather conditions, flooding, strike, fire, explosion, excessive increase in demand, lack of personnel, government interventions, including import and export measures, lack of materials, failure as a result of defects to or damage of machines or computers, non-compliance with the obligations by suppliers of Crossyn as a result of which Crossyn can no longer fulfil its obligations towards the Service Provider, or any other circumstance beyond Crossyn's control.

20. CONFIDENTIALITY

1. All confidential information that will be exchanged between the Service Provider and Crossyn during the term of an Agreement must be handled with due care and will not be disclosed or used for any purpose other than that for which the confidential information was obtained.
2. The confidentiality obligations shall not apply to the extent that confidential information of the other party is to be disclosed by law, regulation or court order or by decision of a public authority, provided that the receiving party makes every effort to limit the scope of disclosure and informs the party concerned in advance of any such intended disclosure.
3. Crossyn and the Service Provider shall not be required to maintain the confidentiality of information which has been made generally known, which was already lawfully available to the receiving party, which has been demonstrably independently developed by the receiving party outside the framework of the Agreement, or which has been lawfully obtained from a third party.
4. Crossyn and the Service Provider ensure that employees as well as any third parties engaged comply with the confidentiality obligations described in this article.
5. The Service Provider acknowledges that the software made available by or through Crossyn always has a confidential character and that it contains business secrets of Crossyn, its suppliers or the producer of the software.

21. PRIVACY

1. Crossyn provides the agreed Services on the basis of data and personal data that it processes on its Platform, in accordance with the data processing agreement concluded with the Service Provider. The responsibility for the processing of personal data processed using the Services on behalf of the Service Provider lies with the Service Provider. The Service Provider guarantees Crossyn that the use and/or processing of the personal data processed on behalf of the Service Provider is not unlawful and does not infringe any right of a third party. The Service Provider indemnifies Crossyn against any legal action of a third party (including a data subject), on whatever grounds, in connection with a violation by the Service Provider of the regulations in the field of personal data protection (in particular the General Data Protection Regulation) or (where applicable) the Works Councils Act (*Wet op de ondernemingsraden*), unless the Service Provider proves that the facts underlying the claim are attributable to Crossyn.
2. Crossyn and the Service Provider are obliged to cooperate fully with each other in order to enable the other party to fulfil its obligations under the regulations in the field of personal data protection. The party responsible for a particular processing operation shall ensure the lawful, fair and transparent processing of personal data,

including the provision of adequate information to the data subject about the personal data being processed and the purposes of the processing.

3. Crossyn does not share personal data with third parties, nor with the Service Provider, unless the User has given explicit permission to do so. Without the User's consent to the sharing of personal data, only data that cannot be traced back to a specific person can be shared.

22. SECURITY

1. Crossyn shall implement appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing. Those measures shall ensure a level of security appropriate to the risk presented, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects. Crossyn does not guarantee that information security is effective in all circumstances. Crossyn is entitled to adjust the measures from time to time if necessary due to changing circumstances.
2. The access or identification codes, certificates or other means of security provided to the Service Provider by or on behalf of Crossyn are confidential and will be treated as such by the Service Provider and will only be made known to authorised employees from its own organisation. Crossyn is entitled to change assigned access or identification codes and certificates. The Service Provider is responsible for the management of authorisations and for providing and timely revocation of access and identification codes.
3. The Service Provider will adequately secure and keep its systems and infrastructure secure.

23. TERMINATION

1. Each of the parties shall only be entitled to terminate the Agreement on the grounds of an attributable shortcoming in the performance of the Agreement if the other party fails imputably in the performance of essential obligations under the Agreement, in all cases after a written notice of default has been given that is as detailed as possible and in which a reasonable period of time is set for remedying the shortcoming. Payment obligations of the Service Provider and all obligations to cooperate and/or provide information by the Service Provider or a third party engaged by the Service Provider are in all cases essential obligations under the Agreement.
2. If at the time of termination the Service Provider has already received performance in execution of the Agreement, such performance and the related payment obligations shall not be subject to cancellation. Amounts that Crossyn has invoiced prior to the termination in connection with what it has already performed or delivered in execution of the Agreement, remain due in full with due observance of the provisions

of the previous sentence and will become immediately due and payable at the time of the termination.

3. If an Agreement which, according to its nature and content, does not end by completion, has been entered into for an indefinite period of time, it may be terminated by either party in writing after proper consultation and stating reasons, with due observance of a notice period of at least three months, unless a different notice period has been agreed in the Agreement. Crossyn shall never be liable for any compensation on account of termination.
4. The Service Provider is not entitled to prematurely terminate an Agreement which has been entered into for a definite period of time, or an Agreement which terminates on completion.
5. Each of the parties may terminate the Agreement in writing with immediate effect, in whole or in part, without any notice of default or judicial intervention being required, if the other party is granted a suspension of payment, whether or not provisional, if a petition for bankruptcy is filed in respect of the other party, or if the other party's company is wound up or terminated other than for the purpose of reconstruction or merger of companies. Crossyn may also terminate all or part of the Agreement with immediate effect, without any notice of default or judicial intervention being required, if the decisive control of the Service Provider's business changes directly or indirectly. In the cases as mentioned in this paragraph, Crossyn is also entitled to suspend its obligations under the Agreement in whole or in part and/or to immediately claim any amount(s) due by the Service Provider to Crossyn on whatever grounds. In case the Service Provider is irrevocably in a state of bankruptcy, the right of the Service Provider to use the web environments as well as the right of the Service Provider to access and/or use the Services of Crossyn will end, without a termination act on the part of Crossyn being required. Due to the termination as referred to in this paragraph, Crossyn is never obliged to any restitution of money already received or to compensation of damages. The foregoing does not affect the authority of Crossyn to claim in court that the Service Provider is condemned to fulfil all obligations from the Agreement and applies without prejudice to Crossyn's claims for damages.

24. FINAL PROVISIONS

1. These General Terms and Conditions and other Agreements between Crossyn and the Service Provider are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded (if goods are also supplied as part of the Services).
2. Disputes between Crossyn and the Service Provider which arise from or are related to these General Terms and Conditions and other types of Agreements/obligations between Crossyn and the Service Provider will exclusively be submitted to the competent court in Breda.

3. Crossyn's failure to exercise any right or remedy does not imply a waiver of that right or remedy.
4. Crossyn's administration serves, subject to proof to the contrary, as full proof of the amount owed by the Service Provider to Crossyn on whatever grounds in the context of an Agreement entered into between the Service Provider and Crossyn.
5. The Service Provider will not sell, transfer or pledge the rights and obligations he has under an Agreement to a third party. Crossyn is entitled to sell, transfer or pledge its claims to payment of fees to a third party.

CONTACT DETAILS CROSSYN

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