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ANNEX 6 – Navigil USA General Terms and Conditions of Communication Services for Consumer Customers

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1. Definitions and scope of applications

For the purposes of this annex, the following terms shall have the meanings defined below:

"Consumer" means a consumer customer who enters into an agreement with Customer on the use of the service and who acquires the service primarily for a purpose other than gainful activity.

"Customer" means an entity who enters into an agreement with Consumer on the use of the service.

"User" means a person who uses the Service. The user may be a person other than the party to the agreement.

"Agreement" means an agreement concluded by and between the Consumer and Customer or its partner on a service or service package.

"Service" means communication services or tracking services included in the offering of Customer at any given time.

"Communication" service refers to the transmission, distribution, and provision of messages in a communication network used by Customer. Tracking services are not communication services.

"Communication network" means a system of interconnected conductors and hardware that is intended for transmission or distribution of messages.

"Subscriber connection" refers to a connection point or interface through which an in-house network or a terminal communication device under the Consumer's control is connected to the network of a communications operator provided by Customer's partner in order to allow the customer to use the communication service.

"Telephone subscriber connection" means mobile communication subscriber connection.

These general terms and conditions shall be applicable to the services provided to consumer customers by Customer or its partner or other companies belonging to the same group of companies.

2. Entering into the agreement

2.1 Entry into force of the agreement

The communication service agreement between Customer and Consumer shall be in writing. The agreement may also be executed electronically, provided that agreement content cannot be unilaterally modified and that the agreement remains accessible to both parties. The agreement enters into force upon acceptance of the order, placed by the Customer, through activation of the Service, for instance.

3. Supply of the Service

3.1 Identifiers, change thereof, and portability of telephone number

Customer has the right to determine the identifiers issued for the use of the Consumer, such as the usernames, IP addresses, numbers, and other similar identifiers.

Customer has the right to change the identification data delivered to the Consumer where required by law or regulation by public authority, or due to the communication network, the customer, supply of the service, data security, or a similar reason. Customer shall report a change in the identifier no later than two (2) Months before entry into effect of the change.

Customer has the right to assign the identifier to the use of a third party after termination of the agreement of the Consumer. The Consumer shall not have right to the identifiers after termination of the agreement. The Consumer has not the right to have the telephone number ported to another carrier during the term of the agreement or after the termination of the agreement, but the telephone number shall be returned to Customer after the termination of the agreement.

4. Service use

4.1 Right to use the service

The Consumer have the right to use the service of Customer as specified under the agreement, general terms and conditions and user guidelines. Customer and its partner shall ensure that the communications network and services allow the Consumer to use the service in the agreed.

The intellectual property rights to the services and products of Customer shall be the property of Customer or a third party, such as the software owner. Customer shall grant the Consumer a restricted license, for the term of the agreement, to the communications service and digital software versions and documentation supplied under the agreement. Use of the communications service, and the hardware, software, documentation, other content and data, and the license thereto delivered in connection with the service, is allowed only for the intended purpose in compliance with the guidelines issued by Customer or a third party, such as the software owner.

The Consumer may not, without Customer's prior consent in writing, copy, convert, or modify the documentation or software, or disclose or deliver it to a third party, except where required by preemptory law. Upon expiry of the license, the Consumer shall, at the request of Customer, return or erase or otherwise destroy at its expense all original content and data delivered, and any copies thereof that may have been produced, that are in the possession of the Consumer. Said content and data delivered include, for example, software, manuals, and the installed and/or otherwise produced copies.

Customer shall not be liable for any limitation to service use that may be imposed abroad. Detailed information is available on the website and at Customer's support.

Use of the service may not cause unreasonable load or other harm or disturbance to Customer or its partner, operation of the public communication network, other users of the communication network, or a third party. The Consumer shall ensure that Consumer immediately disconnects from the communication network any hardware or software that is causing disturbance to the operation of the network or the service. Where the Consumer knowingly uses, in disregard of Customer's notice, hardware or software, which is defective or may cause disturbance, the Consumer shall be liable for any damage caused thereby to Customer or a third party and for the costs incurred through locating the defect. In the case of harm or disturbance, Customer has the right to disconnect said hardware and software from the network without prior consultation with the Consumer. Customer further has the right to restrict traffic volume in the communication network, suspend service use, disconnect the subscriber connection, and take any other necessary action required to secure network traffic, operation of the services, data security, or availability.

The Consumer may not exploit the communication service as part of the Consumer's own service, product, or other gainful activity. The Consumer may sell to a third party the communication service supplied by Customer, route third-party traffic through the communication service, or otherwise distribute the communication service to a third party. Using the service primarily for routing calls between networks is not permitted. Unless specifically agreed to the contrary with Customer, the Consumer may not in connection with communication service use servers, or install in the network servers, to which a connection can be established over the network. Using the communication service by means of an automatic mailing system is not permitted irrespective of whether the intended purpose is direct marketing or otherwise.

4.2 Liability for service use

Customer shall be liable for the service offered and supplied under the agreement. Customer is not responsible for any content acquired through or by means of the service, or the operation or availability thereof, or the Consumer's right to

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use said content, except where supplied by Customer.

The Consumer shall ensure that the content ordered, procured, or delivered by the Consumer, or the Consumer's service use, does not cause disturbance to the network or other users, jeopardize data security or service availability, or violate the rights of Customer or a third-party, common decency, laws or regulations, or decisions by a public authority.

Customer has the right to block service use or disconnect the subscriber connection in the case where Customer, public authority, or a third party demonstrates that the customer has acquired, delivered or transmitted, or otherwise made available through or by means of the service, said harmful content, or that the service has been used in violation of the terms and conditions herein. Customer further has the right to take any action that may be required and to claim damages from the customer for the damage incurred though a contractual breach.

The Consumer has the right to authorize a third-party to use the subscriber connection but the Consumer is fully liable for said third-party use of the subscriber connection, liabilities of the terms and conditions and costs under the agreement.

The Consumer shall use the service at its own risk.

The Consumer shall exercise special care in using the service. The Consumer shall exercise particular care in the safekeeping, protection, and use of the subscriber connection. The Consumer shall ensure that he use of hardware is protected with identifiers (e.g., username, password, PIN code, security code) and that the identifiers are not disclosed to a third party. In the event that the terminal device, or identifier, is lost or stolen, the Consumer shall notify the Customer support immediately.

4.3 Unauthorized use of communication service

Unauthorized use of communication service refers to a situation where a third party, without the Consumer's consent, uses the Consumer's communication service or uses it for subscribing to content or value-added services. Notwithstanding the Consumer's prima facie liability for service use, the Consumer shall be liable for unauthorized use only where said unauthorized use is due to the Consumer's other than slight negligence. The Consumer shall not be liable for any unauthorized use of communication service after having notified Customer of the unauthorized use or loss of the terminal device. Exemption from liability requires the Consumer to submit a notification forthwith to the customer service via telephone during office hours or at the telephone number of the 24-hour loss reporting service, available on the website and in the Agreement. Customer has the right to deactivate the communication service and block the use of the terminal device immediately upon receipt of the notification.

Customer may request the Consumer to deliver a copy of the police report filed or of the pre-investigation protocol to assess potential contributory negligence.

4.4 Service quality and features

Customer or its partner shall specify the core quality and features of the service being offered in a service description or other similar agreement document to be delivered to the customer.

4.5 Main factors influencing operation of the service

Shadow zones, local or temporary traffic disruption, loss of capacity, or slowdown may occur in the operation of the service due to the inherent properties of radio-wave technology, data transmission, and public communication networks. The service area and operation of the services are affected by, for example, the terminal device used by the Consumer and the condition thereof, prevailing weather conditions, the shape of the terrain, buildings, and structures, and maintenance operations. The services and related software may contain minor technical flaws that do not have a substantial impact on the use of the services or software. For these reasons, Customer is not able to warrant uninterrupted

operation of the services throughout the network's service area (see 5.2 Service defect).

Customer's service partner has the right to determine the spatial service area of the network and the network features. The spatial service area of the network depends, to a certain extent, on network loads, and the coverage is not static at all times. Customer's service partner may optimize certain parts and functions of the network to enhance overall service area, and this may cause local variations in the service area. Where the service area will be reduced in a fundamental and permanent way at the Consumer's place of domicile, Customer shall notify, using an appropriate method, the affected Consumers in good time in advance of the change. Where the deterioration of the operation of the service at the Consumer's place of domicile is permanent and greater than minor, the Consumer has the right to give notice to terminate the agreement without a period of notice.

Customer has the right to conduct measurements and to control data traffic to prevent network overloads, and this may influence service quality (Service defect, see 5.2). Customer has the right to make changes to the services and the smart card, e.g., SIM technology that have a minor impact on the use of the services but not, however, on the core content of the agreement (see 11). Customer can send over the communication network, to the Consumer's terminal device settings that are designed to make use of the subscriber connection more straightforward.

4.6 Data security in the communication network

Customer is responsible for the data security of its communication network and for the data security services being supplied. Customer's nor its service partner shall be liable for any disturbance that may occur on the public Internet network or for any other factor beyond Customer's service partner's control that may hamper service use.

Customer may take action to prevent data security breaches and to eliminate anomalies targeted at data security, where such measures are necessary to secure the operation of the communication network or network availability, or to secure the message recipient's connection access. These actions include, for example, blocking message transmission and reception, and eliminating malware in a message that threatens data security. Customer shall seize the measures in proportion to the severity of the incident being prevented and shall stop the measures immediately upon removal of the grounds for their implementation. Customer shall inform the Consumer of the data security threats, protection methods, and effective impact on the website or through another appropriate channel.

4.7 Use of the subscriber connection in the border areas of the United States

In the border areas within the borders of the United States, a terminal device set to automatic roaming will log on to the strongest signal. Customer shall provide the Consumer with guidelines on how to use the subscriber connection in the border areas. The Consumer shall be liable for the roaming charges only where the Consumer fails to adhere to the guidelines issued by Customer.

5. Service delay, service defect, and damages

5.1 Network building and maintenance work

Customer may, without the Consumer's consent, temporarily suspend supply of the services or restrict service use whenever necessary for a reason related to network building or maintenance work or data security. These reasons include, for example, expansion of the communication network, maintenance of relay stations or service operator systems, and prevention of denial-of-access attacks. Customer shall endeavor to implement any outage at such time that will cause minimum inconvenience to the customer, and shall inform the customer thereof, where feasible. Said outage is not considered to constitute a defect in the supply of a communication service or other service. In a case where the

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use of the subscriber connection is interrupted for a minimum duration of 48 hours in a calendar month, Customer shall, at the Consumer's request, refund the basic fee on the subscription for the month in question. The Consumer is not entitled to a refund for an interruption due to an act of God or any other force majeure event or circumstance. Customer shall further demonstrate that, using reasonable effort, it could not have been able to remedy the failure within 48 hours. The Consumer is not entitled to a refund for a failure caused through negligence by the Consumer or third party using the subscriber connection, or through the deficient operating condition of the terminal device or in-house network.

6. Limitation of service use or disconnection

Disconnection of the subscriber connection refers to the blocking of all services available using the subscriber connection. Usage limitation of the subscriber connection refers to the blocking of one or more services available using the subscriber connection. Use of the telephone subscriber connection can be limited, for example, by allowing the customer only to receive calls.

Customer's obligation

Where requested, Customer is obliged to disconnect the subscriber connection or block the use of the telephone in a case where the customer, user of the connection, the police, insurance company, or another communications operator reports that the terminal device, subscription card, or identifier allowing access to service use has been lost or stolen.

Customer's rights

Customer has the right to disconnect the subscriber connection, deactivate a service, or restrict the use thereof, where:

1. the police or another competent authority demand disconnection or deactivation,
2. the Consumer is indicted of disrupting communications using the subscriber connection, or
3. the Consumer does not, in disregard of notice, adhere to the other terms and conditions of the agreement.

Customer has the right, on the above grounds, to block the use of a communication service through the subscriber connection at the request of another communications operator that invoices for the services through Customer, or where Customer making the request is not able to block the use of the communication service itself.

7. Maintenance and servicing

The Consumer is not allowed, without Customer's consent, to modify, repair, or service the subscriber connection or service. The Consumer is responsible for the terminal device, and other hardware, except where it is agreed to the contrary.

8. Processing of customer information

8.1 Processing of customer information and identification data

Consumer agrees that Customer is allowed to process Consumer's personal data for the purposes of Consumer relationship management, service development, and marketing in a way described in Customer's Privacy Policy in effect at any given time. Customer's Privacy Policy that is available to Consumer on request, describes Customer's obligations and Customer rights with regard to Consumer data.

8.2 Processing of Anonymized Data

Customer shall have the right to use, exploit, modify, amend and reproduce anonymized Personal Data ("Anonymized Data") for its business purposes, including but not limited to the development, enhancement and modification of Services or equivalent services. Consumer acknowledges that Anonymized Data shall not be considered as Personal Data.