

GENERAL SALES TERMS AND CONDITIONS OF RAM MOBILE DATA (NETHERLANDS) B.V.

Article 1 Applicability of the General Sales Terms and Conditions

These General Sales Terms and Conditions (hereinafter to be referred to as: the “Terms and Conditions”) shall constitute part of every agreement concluded between RAM Mobile Data (Netherlands) B.V. (hereinafter to be referred to as: “RAM”) on the one hand and third parties (hereinafter to be referred to as: “the Client(s)”) on the other hand and offers furnished by RAM regarding the delivery of movable items and/or performance of services (including, but not limited to: services relating to mobile data communications, construction of data communications and other equipment and programming work), but with the exception of agreements concerning use of the RAM Mobitex network, to which separate general terms and conditions shall apply. After they have become part of an agreement between RAM and a Client, these Terms and Conditions shall also constitute part of agreements subsequently concluded between RAM and that Client, even if reference is not made to the applicability of these Terms and Conditions when those agreements concluded subsequently are formed, unless the parties have expressly agreed otherwise in writing.

Article 2 Formation of the agreement

Agreements between RAM and Clients shall not be formed until an offer to that effect on the Client’s part has been expressly accepted by RAM in writing or until RAM has accepted the offer concerned by specifically executing the agreement. Agreements between RAM and the Client based on an offer by RAM shall not be formed until this has expressly been accepted in writing by the Client, on the understanding, however, that any offer by RAM shall be entirely without obligation and may therefore be revoked each time by RAM, no later than immediately after the Client’s written or other acceptance of the offer.

Article 3 Prices

3.1 Unless expressly agreed otherwise, prices indicated by RAM in catalogues or otherwise shall not be binding on RAM. After an agreement is formed, RAM shall be entitled to increase the agreed prices in the event of, but not limited to, such factors as: intervening government levies, wages or social security

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charges, intervening increases applied by its supplier(s) and changes in monetary relationships which serve to increase prices. If the aforementioned price increases regarding a specific delivery are in total more than 5% of the agreed price exclusive of VAT or occur within six months after the agreement is concluded, the Client shall be entitled to dissolve the agreement with regard to future deliveries, provided the Client informs RAM of this in writing by registered post immediately after becoming aware of the price increase. In such a case, the Client shall not be entitled to damages on any account.

3.2 All prices shall be exclusive of turnover tax and inclusive of proper packaging. RAM reserves the right to set off any exchange rate differences. If services are provided on a Saturday, Sunday or officially recognised holiday, the applicable rates shall be increased by an overtime surcharge of 50%. Unless otherwise agreed, invoicing shall occur on a monthly basis.

Article 4 Delivery period/Response time

RAM shall as much as possible adhere to the delivery periods and/or response times referred to in the agreement concluded with the Client, but the Client shall *not* be entitled to dissolve the agreement and/or obtain damages if these periods or times are exceeded.

Article 5 Termination

Subject to the provisions in Article 6:265 of the Dutch Civil Code, RAM shall be entitled to cause the agreement concluded with the Client to be ended through notice of termination or to dissolve it, without being obliged to pay damages, if:

- the Client is put into involuntary liquidation or requests liquidation or this is requested;
- the Client requests a temporary or other suspension of payments or winds up its business;
- an attachment is levied on the Client's assets or a portion thereof;
- as a result of a situation of *force majeure*, RAM is unable to fulfil its obligations vis-à-vis the Client and this situation continues for at least 30 days.

In addition, RAM shall be entitled at all times to terminate continuing performance contracts early through notice of termination, including before performance promised in that connection has been completed, subject to a 30-day notice period, after which the mutual obligations arising under the agreement shall also end, except for any payment obligation by the Client for performance already rendered by RAM.

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Article 6 The Client's obligation

The Client itself shall be responsible for determining its objectives, needs and integration regarding the items or services purchased from RAM. RAM shall not be required to conduct an investigation in that respect.

Article 7 Delivery

7.1 Unless expressly agreed otherwise in writing, all deliveries shall be Ex Works.

7.2 RAM reserves the right to make partial deliveries, in which case such deliveries shall be deemed to have been made pursuant to separate agreements. The Client must take delivery of the items or software at the time of delivery. All costs and damage arising for RAM because of the Client's refusal to take delivery in whole or in part of items or software ordered by it shall be paid by the Client, including storage costs.

Article 8 Transfer of ownership and risk

If items are sold by RAM, the risk, but not ownership, shall be transferred to the Client upon delivery. All items delivered to the Client shall continue to be owned by RAM until the time of payment of everything which the Client owes to RAM on any account whatsoever, including interest and costs. The Client shall not be entitled to sell the items subject to the retention of title, unless they are sold as part of the Client's normal business operations. Without prejudice to its other rights, RAM shall be irrevocably authorised by the Client to take possession of the items delivered by RAM and to enter the site where these goods are located, without any notice of default or judicial intervention, in the event the Client does not fulfil or does not timely fulfil its obligations assumed vis-à-vis RAM.

Article 9 Incoming goods inspection

After taking possession, the Client must check whether the items delivered or software furnished are/is in compliance with the agreement (or have such a check performed).

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Article 10 Items to be furnished

All items furnished by RAM in connection with services to be provided by it to the Client at the Client's instruction shall only be furnished on loan.

Article 11 Intellectual property rights

11.1 RAM shall continue to hold the intellectual and other property rights to all drawings, matrices and the like furnished by RAM, and these must be returned to RAM immediately after production is ended and/or after the agreement is terminated, or at RAM's first request. The Client shall only acquire a non-exclusive, non-transferable right of use regarding the aforementioned drawings, matrices and the like, which right shall not extend further than the agreed use or the use reasonably required for execution of the agreement.

11.2 If software is delivered, the Client shall acquire a non-exclusive, non-transferable license for the use of it, and, in the case of standard or other software for the use of which RAM has acquired a licence from third parties, such in accordance with those third parties' licensing or sub-licensing terms and conditions. Copyrights which are created for RAM or third parties in connection with software to be developed by, on behalf of or at the instruction of RAM for the Client shall continue to be held by RAM or those third parties. This shall also apply to all other intellectual property rights arising in connection with the performance of RAM's obligations under the agreement concluded with the Client.

Article 12 Warranty

General

12.1 If the Client does not timely or otherwise fulfil its obligations under the agreement(s) concluded with RAM, any right to a warranty shall be extinguished. In addition, there shall not be any right to a warranty in the event of improper use or inadequate maintenance by the Client.

Delivery of items

12.2 RAM warrants that the items delivered shall be in accordance with their specifications. There shall not be any warranty for deviations in the quality, workmanship and/or soundness of the items delivered which, in the sector in which RAM is active, are deemed minor or permissible or are technically unavoidable. The warranty shall also apply solely to defects which the Client demonstrates are the result of faulty construction or defective materials and which occur when the goods and materials are used normally and properly under normal conditions and for the purpose for which they are usually intended. In addition, the warranty for items and materials (or parts thereof) which the seller has not itself produced shall be limited to the warranty which RAM obtains from its supplier.

12.3 In fulfilling its warranty obligations arising under the previous paragraph, RAM shall be entitled to choose to repair the defects, replace the defective items or completely or partially dissolve the agreement, without judicial intervention, and provide a *pro rata* credit. RAM shall be entitled to reconsider a choice made earlier.

Instruction in general

12.4 If services are provided, RAM shall execute the instruction in accordance with the generally applicable industry standards.

Maintenance

12.5 RAM shall warrant performance of the maintenance carried out by it in accordance with the provisions in the previous paragraph for a three-month period, to be calculated as from the date on which the equipment or installation concerned is furnished by RAM to the Client again.

12.6 If the maintenance has been carried out improperly, the Client shall inform RAM in writing. The warranty provided in the previous paragraph shall encompass subsequently carrying out in a proper manner the maintenance carried out improperly or, at RAM's option, dissolution, without judicial intervention, of the agreement concluded with the Client, insofar as this requires the maintenance in question, in combination with a *pro rata* credit.

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Software

12.7 For a three-month period after RAM actually furnishes the software to the Client, RAM shall repair any defects in the software (or have these repaired) to the best of its ability, unless RAM chooses not to repair the defects, but to dissolve the agreement regarding the delivery of software in whole or in part, in combination with a *pro rata* credit. RAM shall only exercise the latter right if, in its reasonable judgment, the costs of repairing the defects are no longer reasonably proportional to the remuneration which it originally agreed on for delivering the software.

Article 13 Contracting out the work by RAM

Unless expressly agreed otherwise in writing, RAM shall not be required to itself execute the agreement concluded with the Client; it may engage third parties in this regard, provided they have a good reputation.

Article 14 Liability

14.1 The Client shall be liable for all damage which RAM suffers arising from or related to a breach on the Client's part in performing any obligation under an agreement concluded with the Client or as a result of a wrongful act committed by the Client vis-à-vis RAM or its employees.

14.2 In the event the Client is liable as referred to in the previous paragraph, the Client shall also be liable for all out-of-court and court costs which RAM has reasonably incurred to obtain payment of its claim, with RAM in any event being entitled to charge the Client 10% of the total claim, with a minimum of EUR 250 in out-of-court costs, unless the actual out-of-court costs are higher.

14.3 RAM's liability vis-à-vis the Client shall be limited to fulfilment of its warranty obligations described in Article 12. RAM's liability for damage suffered by the Client which is the direct result of a breach on RAM's part in performing its obligations vis-à-vis the Client (which, in connection with this Article, shall also include: providing free technical or other advice, whether at the Client's request or not) shall be limited to those situations where RAM has attributable breached its obligations and shall also be limited to EUR 7,500 per event or series of related events with a common cause, unless a more extensive limitation follows from the next paragraph of this Article. RAM shall not be liable for wrongful acts committed by it,

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except insofar as these result from an intentional act/omission or deliberate recklessness by RAM's managerial employees. Any more extensive liability beyond that based on this Article paragraph for direct damage suffered by the Client as well as any liability for indirect damage suffered by the Client shall be excluded. In addition, RAM shall not be liable for damage suffered by the Client because of the revocation or cancellation of the permit granted to RAM to offer wireless switched data communications.

14.4 If, notwithstanding or based on the provisions in the preceding Article paragraphs, RAM must pay damages for whatever reason, the damages per event or series of related events with a common cause shall never be higher than the invoice amount concerning the delivery of the goods or provision of the service causing the damage.

14.5 Any claim against RAM shall otherwise be extinguished through the mere lapse of six months after the claim arose, unless a legal claim in this regard was filed against RAM prior to this.

14.6 The Client shall indemnify RAM, its employees or persons hired by or on behalf of it against all claims by third parties for compensation of any damage suffered by the latter, caused by or otherwise related to RAM's performance of its obligations under the agreement concluded with the Client.

14.7 All defences which RAM can derive from the agreement concluded with the Client to avoid being liable may be invoked against the Client by RAM's employees and third parties which it has engaged to execute the agreement, as if its employees and these third parties were themselves parties to the agreement.

14.8 Conditions which third parties may invoke against RAM to limit, exclude or fix liability may also be invoked by RAM against the Client.

14.9 If and insofar as it is established at law that this Article or a portion thereof is unreasonably burdensome or that, based on the principle of reasonableness and fairness, these cannot be invoked, the Client and RAM shall ascribe a meaning to that provision which, based on the provision's substance and tenor, is as similar as possible, so that it may in fact be invoked.

14.10 If a situation of *force majeure* arises, RAM shall be entitled to suspend its obligations vis-à-vis the Client or to terminate the agreement in whole or in part through notice or dissolution. In addition to what is stated in this regard in Article 6:75 of the Dutch Civil Code, "*force majeure*" shall include: strikes

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(both organised and wildcat strikes), (proper) invocation of *force majeure* by one of RAM's suppliers (regardless of whether the supplier in question is considered a monopolist), static interference, natural disasters and other external forces which disrupt proper operation of equipment such as radio masts, and other circumstances which RAM cannot control and the consequences of which it cannot reasonably prevent.

Article 15 Payment

All payments must be made within the period indicated in the invoice, and, in the absence thereof, within 30 days after the invoice date, without there being any right to a set-off. If full payment has not been made, the Client shall be in default vis-à-vis RAM by operation of law, without a notice of default being required in this regard, and all claims which the seller has against the buyer shall become immediately due and payable. This shall also be the case if the Client is put into involuntary liquidation or requests a suspension of payments.

Article 16 Security

At RAM's first request, the Client shall provide adequate security for the performance of its obligations under the agreement concluded with RAM, by providing an irrevocable bank guarantee from a Dutch bank with a good reputation or by furnishing other security which is reasonably equivalent to this.

Article 17 Confidentiality

Unless necessary in connection with its normal business operations, the Client shall not furnish third parties any information obtained from RAM which it has been told is confidential or which it should have reasonably realised was confidential.

Article 18 Relation clause

During the term of the agreement and for a 12-month period after it ends, the parties shall not hire each other's employees within one year after they leave employment at it and/or at a company/business affiliated with it or enter into employment contracts with those employees, under pain of a penalty of EUR 20,000 (twenty thousand euros) for each violation and EUR 500 (five hundred euros) for each day or

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portion thereof that the violation lasts. The parties may only expressly deviate from the foregoing through a written agreement.

Article 19 Applicable law and disputes

Dutch law shall apply to all agreements between RAM and the Client, with the exception of the Vienna Sales Convention. All disputes shall be settled by the competent court in Utrecht, the Netherlands, unless RAM prefers to bring the dispute before the competent court in the jurisdiction where the Client has its domicile or registered office.

Article 20 Inconsistency between the Dutch text and translation

If there is an inconsistency between the text of these Terms and Conditions in Dutch and the text in another language, the Dutch version shall be binding.

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