

**Annex 1**  
*Confidential*

**ANNEX 1 – Navigil Ltd General Terms and Conditions of Sales**

## Annex 1 Confidential

### Navigil Ltd General Terms and Conditions of Sales

#### 1. Scope

These General Terms and Conditions of Sales form an integral and inseparable part of the Agreement between the Customer and Navigil concerning the delivery of Devices and provision of Services by Navigil to the Customer. Any and all use of the Services and Devices is subject to the terms and conditions of the Agreement between Navigil and the Customer, including without limitation these General Terms and Conditions of Sales.

Navigil's offer is valid for thirty (30) days from the date of the offer, unless otherwise specified in the offer. Navigil's offers are non-binding until accepted and confirmed by a purchase order issued by Customer in compliance with these General Terms and Conditions of Sale which is acknowledged by Navigil. If there is any discrepancy between Navigil's offer and these General Terms and Conditions of Sales, Navigil's offer and its appendices shall prevail over these General Terms and Conditions of Sales.

#### 2. Definitions

**"Agreement"** means collectively Navigil's offer, its annexes and these General Terms and Conditions of Sales.

**"Coverage"** means the geographical coverage of the Network described in the solution description and which may be amended from time to time.

**"Customer"** means Navigil's customer specified in the Agreement.

**"Customer Material"** means the Customer's data or material uploaded by the Customer to the Services or otherwise communicated to or made available to Navigil on behalf of the Customer for the provision of the Services or other material which is separately defined as Customer Material by the Parties.

**"Data Processing Annex"** means the terms and conditions for the processing of personal data by Navigil on behalf of Customer in connection with the Services.

**"Device"** means the device or other product provided by Navigil under the Agreement and instructions or other documentation related therein.

**"End User"** means a natural person using the Device or the Service.

**"Intellectual Property Rights"** means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.

**"Navigil"** means Navigil Ltd, having its registered office at Klavinpellontie 1-3, 02180 Espoo, Finland.

**"Navigil General Terms and Conditions of Communication Services for Consumer Customers"** means the general terms and conditions of Navigil's communication service.

**"Network"** is a part of the Service and means the digital GSM 1800/900/900E, UMTS or LTE -network, which has been built, and is owned, maintained, and administered by Navigil's network provider(s) in the Coverage area.

**"Party"** or **"Parties"** means Navigil and/or the Customer.

**"Residual Information"** means high-level, de-identified, non-reversible data derived from the Customer Material.

**"Services"** means Navigil's proprietary software and related software products and applications, including any amendments, updates, upgrades, enhancements and new versions thereof as well as communication services and any

documentation which are specified in Navigil's offer and which are delivered to the Customer via information networks.

**"Solution Description"** means the solution description attached to the Agreement (Annex 2) describing the Services, Devices and Accessories.

#### 3. Delivery of Devices

Navigil shall deliver the Devices at the time specified in the Agreement or, if the time of delivery has not been specified in the Agreement, within a reasonable time after Navigil has accepted the Customer's order.

The Customer must inspect all Devices immediately after the delivery. The Customer shall be deemed to have accepted the quantity and quality of the Devices delivered by Navigil as being in accordance with the Agreement unless the Customer has notified Navigil of any shortages or damage within fourteen (14) days following the delivery of the Devices. The Customer shall be liable for the costs of the inspection and any tests not included in the Service.

Unless otherwise agreed between the Parties, delivery will take place in accordance with the delivery term Ex Works (Incoterms 2010) at Navigil's designated shipping point. The Devices will be packed into Navigil's normal specification non-returnable packing. Additional carriage may at Navigil's sole discretion be arranged at the request and at the expense of the Customer. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs.

Customers outside Finland are responsible at their own expense for obtaining any import licenses required in the country for which the Devices are destined. Navigil is responsible for seeking any export licenses from Finland that may be necessary unless the Customer's office from which the orders are issued is situated in Finland.

#### 4. Provision and use of the Service

Subject to the terms of the Agreement and upon due payment of the agreed fees, Navigil grants the Customer a limited, non-exclusive license to use the Service during the term of the Agreement. The license gives the Customer the right to use the Service and related documentation as specified in the Agreement. The Customer agrees to obtain the Services for Navigil Devices from Navigil within the term of the Agreement, and the Customer shall not have the right to obtain such services from third parties, unless otherwise agreed in writing. This responsibility shall lapse if there are significant defects in the Services or Devices, which Navigil has not, despite of the written reclamation of the Customer, repaired within a reasonable time from receiving the Customer's written complaint.

The Services are described in detail in the Service Description. Navigil shall provide the Services to the Customer substantially as set out in the Agreement. The Customer shall provide Navigil in good time with sufficient and correct technical and other information necessary for the provision of the Services, and inform Navigil in good time of any changes in the information provided and of other matters relevant to the provision of the Service. The Customer is responsible for the information, instructions and orders it has provided to Navigil and for the suitability of the Services for their intended use.

Service is provided "as is." Navigil does not warrant that the Customer's use of the Service will be uninterrupted or error-free; nor that the Services, documentation and/or the information obtained by the Customer through the Service will meet the Customer's requirements. Navigil shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service and documentation may be subject to limitations, delays and

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other problems inherent in the use of such communications facilities. Navigil shall have no liability for any interruptions in the use of the Service. Navigil has the right to use subcontractors in the provision of the Services and shall be responsible for the work of the subcontractors as of its own.

The Customer shall be responsible for all acquisitions concerning the necessary devices, software and telecommunication links to connect their own services to the public internet and telephony network, as well for their suitability and compatibility with the Services. The Customer shall immediately remove and replace all unsuitable and incompatible devices, software and telecommunication links, of which the Customer has control of and compensate to Navigil such additional work and costs, within section 13 on the limitation of liabilities, that arise from the removal or replacement of the delay.

Navigil is entitled to make alterations affecting the technology and use of the Service, including changes to the Coverage of the Network. If these alterations require changes in the Customer's equipment or software, the Customer must effect these changes at its own expense.

Navigil takes every effort to communicate any alterations in the Service that will affect the Customer within a reasonable time in advance.

### 5. Intellectual Property Rights

Title and all Intellectual Property Rights to the Service, Devices, software, documents, test material and test information and any revised versions thereof shall belong exclusively to Navigil or its licensors. Except for the express license to use the Services and Devices granted to the Customer under the Agreement, the Customer shall not obtain any rights or interests in and to the Services or Devices or any Intellectual Property Rights pertaining thereto. The Customer is not entitled, without the prior written consent of Navigil, to copy, translate or modify the Service, Devices, material, documents or software, or to place them at a third party's disposal unless otherwise agreed between the Parties or provided by mandatory legislative provisions.

Upon the expiration of the license, the Customer is obliged to return or, at Navigil's request, destroy the originals and copies and the data, media and documentation in its possession at its own expense.

### 6. Material delivered through the Service

All rights, title and interest, including all Intellectual Property Rights in and to the Customer Materials shall belong exclusively to the Customer or a third party. The Customer grants to Navigil a perpetual, non-exclusive right and license to use the Customer Material for the sole purpose of providing the Services to the Customer.

The Customer shall be responsible that the Customer Material does not infringe upon any third party rights or applicable laws or regulations. By submitting any data to Navigil or to the Services the Customer warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations and agreements to submit the data to Navigil and its subcontractors or to the Services and have Navigil process such data for the purposes of the Agreement.

In particular, it is the Customer's responsibility to ensure that Customer Material submitted to the Service shall not cause any disturbance to the telecommunications network. If Navigil, the authorities or a third party has reason to believe that such material has been delivered by the Customer, Navigil has the right to remove such infringing material or prevent its use without hearing the Customer.

As Navigil does not control the material sent to or received from a third party through the Service, Navigil shall not be responsible for the availability of such material and information or for their contents. Further, Navigil is not

responsible for any damage caused by potential delay, distortion or disappearance of material transmitted by the use of the Service.

### 7. Devices

The Devices provided by Navigil utilizes software in executable binary object code format. The license terms and conditions are defined in Navigil Object Code License Terms and Conditions which shall be fully incorporated herein. The Object Code License Terms and Conditions are available from Navigil upon request.

Navigil reserves the right to make design changes provided that such changes do not adversely affect the performance or mechanical interchangeability or reliability of the Devices.

Navigil shall make every effort to ensure the accuracy of technical data or documentation relating to the Devices, but Navigil (so far as is permitted by law) accepts no liability in contract or otherwise for and damages or injury arising directly or indirectly from any error or omission in such technical data or documentation.

Ownership to the Devices will remain with Navigil unless the ownership is especially agreed to pass to the Customer. In this case the ownership shall pass to the Customer upon receipt by Navigil of the full invoice price of the Devices. Risk in the Devices shall pass in accordance with the applicable delivery term.

### 8. Warranty of the Devices

Navigil warrants that the Devices shall at the time of the delivery thereof be free from defects in materials or workmanship and conform to the specifications included in the Agreement. Navigil shall at its discretion either to repair or replace free of charge or to refund the purchase price (without interest) of any Device found to its satisfaction to be defective within 12 months of the date of delivery owing to faulty design, materials or workmanship.

Navigil is not liable for any defect due to or arising in connection with: (1) any materials, components or designs provided by Customer, (2) negligence or willful misconduct of Customer, (3) improper service work, installation or alterations made by Customer, (4) normal wear and tear, (5) any use, service or operation of the Devices which is not in conformity with manuals, instructions or specifications provided by Navigil or which is otherwise not in accordance with normal industry practice, or (6) faulty maintenance, incorrect installation or faulty repair by Customer.

The Customer shall without delay notify Navigil in writing of any defect or non-conformity, such notice to include a description how the defect or non-conformity manifests itself. If Customer does not notify Navigil of a defect or non-conformity within the aforementioned time limits, it shall lose its right to have the defect or non-conformity remedied.

If Customer has given notice as described above and no defect is found for which Navigil is liable, Navigil shall be entitled to compensation for the costs it has incurred as a result of the notice.

Navigil's liability for defects in the Devices shall be limited to the warranties stated in this Clause 8 which constitute the sole and exclusive warranty of Navigil with respect to the Devices save where not capable of exclusion at law.

Devices returned under this warranty shall be delivered to Navigil at the Customer's expense. Navigil shall return the repaired or replaced Devices CPT (Carriage Paid To, Incoterms 2010) the Customer's original place of shipment.

### 9. Prices and payment

The prices shall be specified in the Agreement. If the prices are based on the purchase of a particular quantity of Devices and the Customer fails to purchase such quantity, Navigil shall have the right (in addition to other rights and remedies Navigil may have) to collect from the Customer the difference

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between the price paid by the Customer for Devices purchased and Navigil's standard price for Devices in the quantity purchased by the Customer.

Navigil is entitled to charge separately for additional work and costs, which arise from incorrect information or from any other comparable reason falling under the responsibility of the Customer, in accordance with Navigil's then-current price list.

The prices do not include sales, use, excise, value added, transfer or any other taxes or duties levied or assessed by any governmental authority, all of which shall be paid by the Customer at the rate and manner for the time being prescribed by law. All import and export licenses, consents and approvals shall be obtained by the Customer at its own expense. Navigil reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of the Customer's creditworthiness or should the Customer fail to fulfil any obligation when due.

Unless otherwise agreed in the Agreement, payment shall be due 14 days from date of invoice. All payments shall be made by payment order to Navigil's account stated in the invoice. An overdue interest of 16 % p.a. will be charged for any late payments. Navigil reserves the right to require payment in advance, Letter of Credit or otherwise modify credit terms.

The Customer will not deduct any amounts due and payable to Navigil whether by set-off or otherwise unless agreed in writing between the Parties. Navigil reserves the right to suspend or cancel further deliveries where payment for any order of the Customer or any of its related companies or affiliates has not been made on due date or remains outstanding.

Navigil may change the prices by giving the Customer prior written notice 30 days in advance. The price change has no effect on payments which are due before the change becomes effective. Should the Customer not accept the price change, the Customer has the right to terminate the Agreement upon the price change coming into force by giving Navigil a prior written notice 14 days in advance.

Navigil is entitled to charge separately for additional work and costs, which arise from delivering incorrect information or from any other comparable reason falling under the responsibility of the Customer, in accordance with Navigil's then current price list.

### 10. Service interruption

Navigil shall have the right to suspend the provision of the Services for a reasonable period of time if this is necessary in order to perform installation, change or maintenance work in respect of the Services or if such suspension results from installation, change or maintenance work in respect of public communication networks. Navigil shall also have the right to suspend the provision of the Services due to a data security risk to the Services or if applicable laws or administrative orders require Navigil to do so.

Navigil shall always have the right to suspend the Services, if the Customer is in default with its payment of any fees due under the Agreement and does not pay such fees despite a request to pay within fourteen (14) days from the date of such request. The suspension may be continued until the Customer has paid all fees due under the Agreement.

Navigil may suspend the Services if the Customer ceases to conduct its business, is adjudicated in bankruptcy or liquidation or corporate restructuring, is found insolvent in recovery proceedings or if a material default in payment has been registered to the Customer.

Navigil shall have the right to deny the Customer access to the Services, if Navigil reasonably suspects that the Customer uses the Services contrary to the Agreement, applicable laws or administrative orders, or in a manner that unreasonably burdens the Services or otherwise jeopardises the provision of the Services to other users. Navigil may deny such access

to the Services without first hearing the Customer.

Navigil shall execute the interruption in a manner causing the least possible damage to the Customer and, if reasonably possible, to notify of the interruption in advance.

Navigil must inform the Customer in writing of a Service interruption or termination as early as possible, unless the Service interruption is caused by such a reason, that the Service must be interrupted immediately in order to restrict any damage. In this case, Navigil will notify the Customer of the Service interruption and the reason thereof after the Service interruption.

The Customer shall not have the right for compensation, discount or to other remuneration due to the suspension or termination of the Service or the consequences arising from it to the Customer in accordance with this provision of this section 10.

### 11. Customer's Warranties

The Customer warrants that it has acquired from its end-users and authorities all necessary notifications, approvals or permits required for the Services.

In case the Customer has been granted in the Agreement the right to provide Devices and/or grant access to the Service to its end-users, Customer warrants and is responsible to Navigil that all such end-users have a valid agreement, in which the end-users of the Customer have given their consent for tracking their location and agree to the terms and conditions of the Navigil Ltd's General Terms and Conditions of Communication Services for consumer customers.

The Customer is responsible that the Customer and its end-users do not disturb or cause harm to Navigil, to the Network, to other users of the Network or to third parties. The Customer does not have the right to grant access to the Services or to Navigil's Network other than as a part of the Customer's product, unless agreed separately between the Parties. The Customer does not have right to grant access to the Services or to Navigil's Network as such to other services or virtual network operators.

The Customer is obliged to hand over phone numbers delivered as part of the Services back to Navigil when the Agreement is expired or terminated.

Customer has the responsibility to have executed an agreement with each customer and to cause customers' each end user to have executed an agreement with at least as stringent terms and conditions as the Navigil General Terms and Conditions of the Rafael Services.

Customer has the responsibility to maintain and display a privacy policy as a minimum on its web site and to provide Navigil the privacy policy to be incorporated into its website.

### 12. Indemnification

Navigil undertakes, at its expense, to defend the Customer against any third party claim or action where a third party claims that the Services or the use of the Services in accordance with the terms and conditions of the Agreement infringes upon the Intellectual Property Rights of a third party valid in Finland, provided that the Customer (i) notifies Navigil immediately in writing of the claim or action; (ii) grants Navigil the sole exclusive right and control over the defence of the claim or action; (iii) gives Navigil, free of charge, all information, assistance and authorizations necessary to handle the defence of the claim or action; and (iv) does not, without the express prior written consent of Navigil, agree on any settlement of the claim or action prior to a final judgment thereon by a competent court of law or court of arbitration. If the Customer has acted in accordance with what has been set out above, Navigil shall pay final damages awarded to such a third party by a competent court of law or court of arbitration or agreed to be paid in settlement by Navigil.

If Navigil justifiably deems that the Services infringe or may

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infringe upon any third party rights, Navigil shall have the right, at its own expense and in its sole discretion, to (i) acquire for the Customer the right to continue the use of the Services; or (ii) replace the Services; or (iii) modify the Services to the extent necessary to avoid the infringement.

If none of the alternatives (i)-(iii) set out above are available to Navigil on commercially reasonable terms and/or without the significant loss of time, Navigil shall have the right to terminate the Agreement subject to a notice period defined by Navigil, upon which the Customer agrees to cease using the Services and Navigil agrees to reimburse the fee paid by the Customer for the terminated Services, less a proportion equal to the time of use of the Services by the Customer.

The indemnity set out in this Section 12 shall not apply to, and Navigil is not liable for any claim that (i) is based on a claim by any Customer's affiliate; or (ii) is based on the modification or alteration of the Services or a modification or alteration influencing the Services by the Customer or any third party; or (iii) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer or (iv) arises or results from the use of the Services in combination with any software, equipment or products not developed or supplied by Navigil or which are contrary to instructions given by Navigil;

The Customer agrees to defend Navigil, at its own expense, against any third party claims or actions where a third party claims that the Customer Material or the use of the Customer Material in accordance with the terms and conditions of the Agreement infringes upon a right of a third party. The Customer undertakes to pay any damages, costs and expenses caused to Navigil by any such third party claim as well as any damages awarded to a third party claimant by a competent court of law or court of arbitration due to a reason attributable to the Customer Material.

This Section 12 sets out the entire liability of Navigil and Customer's sole remedy in case of any infringement of any Intellectual Property Rights.

### 13. Limitation of Liability

The total aggregate liability of Navigil under and in relation to the Agreement shall not exceed an amount equal to the fees (excluding VAT) paid by the Customer to Navigil during the three (3) months immediately preceding the event giving rise to liability.

Navigil shall not be liable for any indirect, incidental, consequential, punitive or special losses or damages, or any loss of profit, loss of revenue, loss of business, or the loss, alteration, destruction or corruption of data, costs resulting from recreation of data or loss of goodwill or any other damage that cannot be reasonably foreseen.

The limitations of liability set out in this Section 13 shall not apply to (i) damages caused by willful misconduct or gross negligence or (ii) to liability under Section 12 (Indemnification).

Navigil doesn't guarantee Service availability unless Navigil and Customer have entered into a separate service agreement regarding service levels including terms for compensation and liability for failing to meet a service level. The Customer shall not be entitled to any compensation for damages in relation to service level in excess of this compensation, unless Navigil causes damages to the Customer by gross negligence or willful misconduct.

### 14. Cancellation and returned Devices

If Customer anticipates that it will be unable to accept the delivery of the Devices at the time set forth in the Agreement, Customer shall notify Navigil in writing stating the reason and the time when Customer anticipates being able to accept the delivery. However, Customer's right to cancellation or rescheduling is subject to the following restrictions.

Catalogued Standard Devices:

Zero (0) to Sixty (60) days prior to original delivery date ("ODD"): Customer may not reschedule. Customer may cancel subject to cancellation charges of 100% of order amount.

Sixty-one (61) to Ninety (90) days prior to ODD: Customer may reschedule once. Rescheduled delivery date must be within 90 days of ODD. Customer may cancel subject to cancellation charges of 75% of order amount. Ninety-one (91) or more days prior to ODD:

Customer may reschedule or cancel without restriction.

Non-catalogued custom Devices:

Zero (0) to Sixty (60) days prior to ODD: Customer may not reschedule. Customer may cancel subject to cancellation charges of 100% of order amount.

Sixty-one (61) to One Hundred Twenty (120) days prior to ODD: Customer may reschedule once. Rescheduled delivery date must be within 90 days of ODD. Customer may cancel subject to cancellation charges of 100% of order amount.

One Hundred Twenty-one (121) to One Hundred Eighty (180) days prior to ODD: Customer may reschedule once. Rescheduled delivery date must be within 90 days of ODD. Customer may cancel subject to cancellation charges of 75% of order amount.

One Hundred Eighty -one (181) or more days prior to ODD: Customer may reschedule or cancel without restriction.

No returns are permitted without Navigil's prior consent. If Navigil agrees to accept the Devices must be returned at the Customer's expense in original condition and any credit replacement or substitution shall be at Navigil's sole discretion subject to satisfactory test report.

### 15. Force Majeure

Navigil shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account, and whose consequences it could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when Navigil is the target or party to such action. A force majeure event suffered by a subcontractor of Navigil shall also discharge Navigil from liability. Navigil reserves the right to cancel without liability any order, the shipment of which is or may be delayed more than 30 days by reason of any such cause. Navigil reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of any Device that is in short supply.

### 16. Confidentiality

Each Party shall undertake to keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the purpose of the Agreement. Confidential Information means all information, including all documents, materials and other data, disclosed to one party from the other, which is marked as confidential or which are to be understood as such, regardless of the manner or form in which the information will be disclosed ("Confidential Information").

The receiving Party shall have the right to disclose Confidential Information only to those of its employees, its advisors and sub-contractors who need to know Confidential Information for the purpose of the Agreement, provided that confidentiality comparable to the provisions of this section binds the employees, advisors and sub-contractors in question. For the avoidance of doubt Navigil has the right to disclose Confidential Information to the companies belonging to Navigil group and to its sub-contractors, who need to know Confidential Information for the purpose of the Agreement.

Notwithstanding the foregoing the confidentiality obligation

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shall not be applied to any material or information: (i) which is generally available or otherwise public other than by a breach of the Agreement on the part of the receiving Party; or (ii) which the Party has received from a third party without any obligation of confidentiality; or (iii) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or (iv) which a Party has developed independently without using material or information received from the other Party.

Each Party shall cease using Confidential Information received from the other Party promptly upon termination of the Agreement or when the Party no longer needs the Confidential Information in question for the purpose of the Agreement and, unless the Parties separately agree on the destruction of such material, return the material in question and all copies thereof. Each Party shall, however, be entitled to retain copies required by law or regulations. The rights and obligations under this section shall survive the termination of the Agreement and shall be remain in force for five (5) years from the date of disclosure.

Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of this Agreement. In addition, nothing in this entire Agreement shall be construed to limit Navigil's right to utilize the Residual Information provided that Navigil shall maintain the confidentiality of the confidential information. Without limiting the aforesaid, Navigil shall be entitled to use the Residual Information subject to the following conditions: (a) the use of Residual Information is possible without disclosing Customer's confidential information; and (b) the use will be made without any reference to any documentation or the original source of information underlying the Residual Information.

### 17. Term of the Agreement

The Agreement shall enter into force upon Navigil's acceptance of the Customer's order and shall remain valid for three (3) years from the entry into force of this Agreement unless otherwise agreed in the Agreement.

### 18. Termination

Without prejudice to any other rights under this Agreement both Parties are entitled to terminate this Agreement with immediate effect, if (i) the other Party is in material breach of the terms and conditions of this Agreement and does not remedy or is unable to remedy its breach of contract within thirty (30) days of receiving written notice thereof from the other Party; (ii) the other Party seeks or is declared bankrupt, is placed into voluntary or in-voluntary debt restructuring, enters into a composition of its debts with its creditors or is declared insolvent in proceedings and the Party is not able to set a guarantee in order to secure payment in accordance with the obligations of this Agreement, which may reasonably be accepted by the other Party.

### 19. Data Protection

In the event that Navigil has access to Customer's personal data, including but not limited to personal data of employees, customers, business contacts, suppliers or contractors of Customer in connection with this Agreement, the provisions of the Data Processing Annex, which takes precedence over this Agreement and its Schedules, shall be applied.

### 20. Transfer of the Agreement

Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. Each Party shall, however, be entitled to assign this Agreement or its rights and obligations hereunder to its affiliated company upon written notice to the other Party provided such transferee agrees in writing to the terms of this Agreement.

Parties may transfer this Agreement and the rights and obligations hereunder to such a third party to which the business activities related to this Agreement has been transferred.

### 21. References

Navigil shall have the right to use Customer, Customer's logo as well as general description of the Services as a reference, issue press releases or any other public statements, provided that Navigil complies with the instructions by the Customer.

### 22. Severance

If any provision in this Agreement is found or becomes invalid, unlawful, or unenforceable to any extent, the provision in question will be severed from the remaining provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

### 23. Changes

All changes or additions to the Agreement shall be agreed upon in writing with a contract amendment signed by the legal representatives of the Parties in order to be valid.

### 24. Amendment to the Sale terms

Navigil is entitled to amend these General Terms and Conditions of Sale from time to time. The Customer will be informed of amended terms at least one (1) month prior to their entry into force in writing. If the terms have been amended to the Customer's detriment, the Customer has the right to terminate the Agreement without notice period within one (1) month from the notification.

### 25. Governing law and settlement of disputes

The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be primarily settled by amicable negotiations between the Parties. Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within sixty (60) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by a single arbitrator appointed by the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English.

The Parties agree that the arbitration procedure and all thereto related material and information shall be treated as Confidential Information in accordance with this Agreement.

The Parties have nevertheless right to claim for undisputed and outstanding receivables under this Agreement at the district court of the other Party's domicile.

Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings.