

GENERAL TERMS  
AND CONDITIONS  
**FOLLOW-ME BV**  
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These General Terms and Conditions ("General Terms and Conditions") govern Follow-Me B.V. provision of the Follow-Me Software, Hardware and Support Services described in an Order Form.

#### 1.0 Definitions

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

- 1.1 "Agreement" means these General Terms and Conditions together with any Order Form.
- 1.2 "Authorized User" means the Licensee employees or agents who may be registered to use the Follow-Me Software under an Authorized User License.
- 1.3 "Follow-Me" means Follow-Me B.V. Netherlands, address: Morsweg 140, 2332ER, Leiden, CoC nr. 66851777 (Kamer van Koophandel).
- 1.4 "Follow-Me software" means the Follow-Me software specified in the applicable Order Form.
- 1.5 "Documentation" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Follow-Me Software provided to Licensee by Follow-Me pursuant to this Agreement.
- 1.6 "Hardware" means the third party hardware specified on an Order Form and purchased by Licensee with the Follow-Me Software.
- 1.7 "Licensee" means the party identified as the licensee or customer on the Order Form.
- 1.8 "Open Source Software" means any software that is generally available to the public in source code form under licenses meeting the Open Source Definition as promulgated by the Open Source Initiative.
- 1.9 "Order Form" means all written order forms or other ordering documentations for Follow-Me Software, Hardware and/or Support Services entered into by Follow-Me and Licensee, referencing these General Terms and Conditions and specifying the license type, pricing and payment terms, license term, delivery and other specific terms and conditions applicable to the Follow-Me Software, Hardware and Support Services purchased there under.
- 1.10 "Specifications" means the functional and performance capabilities of the Follow-Me Software, as set forth in the Documentation.
- 1.11 "Support Services" means the maintenance support and other services specified in the Support Terms.

#### 2.0 License Grant

- 2.1 License Grant. Follow-Me hereby grants to Licensee, and Licensee hereby accepts from Follow-Me, the nonexclusive, nontransferable, nonsublicensable right during the Term to install, display, operate and use the Follow-Me Software, in object code only, and the Documentation (the Follow-Me Software and Documentation, collectively, the "Licensed Materials") for Licensee's internal business purposes.
- 2.2 License Type. The license type(s) for the Follow-Me Software will be designated on the applicable Order Form and will be subject to the following restrictions, as applicable:
  - 2.2.1 "Single License" shall entitle Licensee to use the Follow-Me Software on a single computer at a time, for an unlimited number of users. A transfer of this Follow-Me software license from 1 computer hardware to another computer hardware needs to be requested at Follow-Me B.V. so that the license can be adjusted for this new hardware.
  - 2.2.2 Any other type or scope of license mutually agreed upon shall be specified and described on the applicable Order Form.
- 2.3 End Users. The license types above permit end users of Licensee to use the Follow-Me Software for Licensee's internal business. Licensee will ensure that all Licensee end users abide by the terms of this Agreement and Licensee will be and remain fully responsible for the actions or omissions of its end users with respect to the Follow-Me Software and Hardware.
- 2.4 Restrictions. Except as expressly provided in this Agreement, Licensee will not: (a) make any copies, modifications or derivative works of the Licensed Materials; (b) remove, alter, obscure or fail to reproduce in any way any proprietary notices of Follow-Me and its suppliers (including copyright and trademark notices) on any copy of the Follow-Me Software or Documentation; (c) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Follow-Me Software.
- 2.5 Exclusion of All Other Rights. Except as expressly provided in this Section 2, Licensee is granted no rights or licenses whatsoever in or to the Licensed Materials or any other Follow-Me products, intellectual, proprietary or personal rights. All rights and licenses not expressly granted in this Agreement are hereby expressly reserved by Follow-Me.
- 2.6 Open Source Software.
  - 2.6.1 The Follow-Me Software may include Open Source Software components, each of which has its own copyright and its own applicable license conditions. The Open Source Software is licensed to Licensee under the terms of the applicable Open Source Software license conditions and/or copyright notices that can be found in the licenses file, the Documentation or other materials accompanying the Follow-Me Software or on the Follow-Me website. The terms of this Agreement will only apply to Open Source Software when and to the extent that they do not conflict with any terms of the Open Source Software's respective license(s).
  - 2.6.2 All Open Source Software is distributed to Licensee without any warranty of any kind, including without limitation, any warranty of title, merchantability or fitness for a particular purpose. Follow-Me hereby expressly disclaims on behalf of all individuals or entities that distributed the Open Source Software to Follow-Me all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Follow-Me excludes on behalf of all such contributors all liability for damages, including direct, indirect, special, incidental and consequential damages.

#### 3.0 Delivery and Installation

The Follow-Me Software will be delivered to Licensee either electronically or physically with the Hardware, as specified in the Order Form.

3.1 If the applicable Order Form specifies that the Follow-Me Software will be delivered electronically, within three (3) business days after execution of such Order Form, Follow-Me will electronically deliver to Licensee one (1) copy of the Follow-Me Software in object code for Licensee's download and Licensee shall be responsible, at its sole cost and expense, for the installation, configuration and integration of the Follow-Me Software.

3.2 If the applicable Order Form specifies that the Follow-Me Software will be purchased and delivered with the Hardware, the Follow-Me Software will be pre-installed on the Hardware and delivered to Licensee at the address set forth on the Order Form.

#### 4.0 Follow-Me Maintenance, update, backup & premium support subscription.

For Authorized Users who have a 'Follow-Me Maintenance, update, backup & premium support subscription', Follow-Me will provide the Support Services for the Follow-Me Software as set forth on and in accordance with Follow-Me's then-current maintenance and support terms.

4.1 Term and Termination 'Follow-Me Maintenance, update, backup & premium support subscription'.

4.1.1 Term. Unless otherwise set forth on an Order Form, the term of this Agreement shall commence on the Effective Date set forth in the applicable Order Form and shall continue for one (1) year (the "Initial Term") and thereafter will renew automatically for successive one (1) year renewal terms (each, a "Renewal Term") unless either party provides written notice to the other party of non-renewal at least sixty (60) days prior to such renewal date or unless earlier terminated as provided below (the Initial Term and any Renewal Term collectively, the "Term").

4.1.2 Termination of the Agreement. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to correct the material breach within thirty (30) days (or such additional cure period as the non-defaulting party may authorize in writing) following receipt of written notice from the non-breaching party. In addition, Follow-Me may terminate this Agreement immediately if Licensee ceases doing business in the ordinary course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) days, or makes an assignment for the benefit of creditors.

4.1.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all payment obligations shall become immediately due and owing; (b) Licensee shall immediately cease using the Follow-Me Software and return all Documentation to Follow-Me and (c) Licensee shall also return to Follow-Me or destroy all copies of Follow-Me's Confidential Information in every form. Licensee agrees to certify in writing to Follow-Me that it has performed the foregoing obligations. Sections 5, 7, 8.3, 9, 10, 11, 12, 13 and 14 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination here under, Licensee shall not be entitled to any refund of any payments made by Licensee.

#### 5.0 Ownership of Licensed Materials

Licensee acknowledges and agrees that Follow-Me and its licensors are, and at all times shall remain, the sole and exclusive owners of all right, title and interest, throughout the world (including all intellectual proprietary rights), in and to all Licensed Materials, and any modifications, derivative works or copies thereof, whether made by or on behalf of Follow-Me or Licensee. Licensee further agrees and acknowledges that it receives or otherwise obtains no right, title or interest of any kind in the Licensed Materials under this Agreement, other than the limited license rights expressly set forth in Section 2.

#### 6.0 Hardware

Licensee acknowledges and agrees that Follow-Me is not the owner of the Hardware.

#### 7.0 Fees and Payment

7.1 Fees. Following execution of an Order Form, Follow-Me may issue an invoice to Licensee that incorporates by reference the accepted Order Form and restates the fees to be paid by Licensee. For purposes of clarity, in the event that Follow-Me issues an invoice pursuant to an Order Form, the invoice may not include any new or additional terms and the terms of the Order Form will prevail in all respects. Licensee shall pay to Follow-Me the license fees ("License Fees"), hardware fees ("Hardware Fees") and the Support Services fees (the "Support Fees"), and, together with the License Fees and the Hardware Fees, the "Fees") set forth on the applicable Order Form to the address designated on the invoice. Licensee shall pay all Fees in accordance with the terms of the Order Form and in each instance within thirty (30) days following Follow-Me's invoice date. All payment obligations here under are non-cancellable, non-refundable and non-contingent. Licensee may not set-off any amounts owing to Licensee against any payments owing to Follow-Me here under. Follow-Me reserves the right to change its fees for any Renewal Term (as defined below). Follow-Me may specify the new pricing in the invoices submitted to Licensee. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or 1½% per month commencing with the date payment was due. In addition, in the event Licensee fails to timely pay any fees or charges when due, Follow-Me may, in its discretion, suspend or terminate this Agreement following written notice that will include a fifteen (15) day cure period.

7.2 Taxes and Duties. Excluding taxes based on Follow-Me's net income, Licensee is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Licensee's receipt or use of the Follow-Me Software, whether or not Follow-Me invoices Licensee for such taxes, duties or customs fees, unless Licensee timely provides Follow-Me with a valid tax exemption or direct pay certificate showing Licensee is exempt from such payments. If Follow-Me is required to pay any such taxes, duties or customs fees, Licensee shall reimburse Follow-Me for such amounts in accordance with Section 7.1, and Licensee further agrees to indemnify,

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defend and hold harmless Follow-Me for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Follow-Me with respect thereto.

#### 8.0 Representations and Warranties

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it has all necessary right, power and authority to enter into this Agreement and to perform its obligations here under; (b) the execution and delivery of this Agreement, and the performance of its obligations here under, do not conflict with and will not result in a breach of any other agreement to which it is a party or by which its assets are bound; and (c) this Agreement constitutes the legally valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable law.

8.2 Software Warranty. Follow-Me further represents and warrants to Licensee that the Follow-Me Software will function substantially in accordance with the Specifications for thirty (30) days from delivery to Licensee when used in accordance with the Documentation and terms of this Agreement. Follow-Me's sole obligation, and Licensee's sole and exclusive remedy for a breach of the warranty contained in this Section 8.2, shall be for Follow-Me to, in its sole discretion, (a) repair or replace the Follow-Me Software so that it substantially conforms to the Specifications; or (b) in the event Follow-Me is unable to repair or replace the Follow-Me Software after exercising commercially reasonable efforts to do so, provide Licensee with a pro-rata refund of the fees paid to Follow-Me for the Follow-Me Software that did not substantially conform to the Specifications.

8.3 Exclusions. The foregoing warranty will not apply: (a) if the Follow-Me Software is not used in accordance with the Documentation and the terms of this Agreement; (b) if any non-conformance is caused in whole or in part by a modification to, or combination of, the Follow-Me Software by any party other than Follow-Me; (c) if any non-conformance is caused in whole or in part by Licensee's failure to use any new or corrected version of the Follow-Me Software made available by Follow-Me; (d) to any Open Source Software; and (e) to the Hardware, if applicable.

8.4 Disclaimers. Except as expressly provided in this Section 9 or in the Support Terms, the Support Services, Hardware and Licensed Materials are provided "as is" and Follow-Me makes no representations or warranties of any kind, whether express or implied (either in fact or by operation of law), with respect to the Support Services, Hardware, Licensed Materials or any other products or services provided pursuant to this Agreement. Follow-Me expressly disclaims all other warranties or conditions, whether express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, all warranties arising from conduct, course of dealing or custom of trade, and all warranties of title and non-infringement. Follow-Me does not warrant that the Support Services, Hardware or Licensed Materials are or will be error-free or that the use or operation of the Support Services, Hardware or Licensed Materials will be uninterrupted or that all errors or issues with the Support Services, Hardware or Licensed Materials can or will be corrected.

#### 9.0 Confidentiality

9.1 Each party will retain in confidence all non-public information and know-how disclosed pursuant to this Agreement, whether oral or in writing, that is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary and/or confidential, including, but not limited to, the terms of this Agreement ("Confidential Information"), using at least the same standard of care used by it to protect its own confidential information, but in no event less than a reasonable standard of care. The receiving party will use the Confidential Information and copy it only to the extent required to accomplish the intent of this Agreement, and disclosure will be restricted to those individuals who have a need to know and have been made aware of and consent in writing to be bound by similar restrictions as those contained herein. For purposes of clarity, Follow-Me Confidential Information will include the Follow-Me Software and the Documentation.

9.2 The parties' obligations of non-disclosure under this Agreement will not apply to Confidential Information which the receiving party can demonstrate: (a) is or becomes a matter of public knowledge through no fault of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Information; or (d) is independently developed by the receiving party without reference to Confidential Information. Furthermore, the receiving party will be allowed to disclose Confidential Information of the disclosing party if that party is required by law to disclose such Confidential Information, provided that, to the extent permitted by applicable law, the party disclosing any Confidential Information pursuant to a legal duty provides advance written notice of such disclosure to the other party.

#### 10.0 Indemnification

The Licensee agrees that it will at all times hereafter hold harmless and indemnify Follow Me against all third party claims for losses, damages or expenses brought against Follow Me, of whatsoever nature and howsoever arising, caused by or related to the Software and Services provided by Follow Me.

#### 11.0 Limitation on Liability

11.1 Exclusion of Damages. To the maximum extent permitted by applicable law, in no event will either party to this Agreement or any of its affiliates or their respective officers, directors, employees, shareholders, agents or representatives be liable to the other party here under or any other person or entity for any indirect, incidental, special, punitive or consequential damages (including without limitation, loss of goodwill or business profits, loss of data, interruption of business, or computer failure, delay or malfunction), even if such party has been advised of the possibility or likelihood of such damages.

11.2 Limitation of Liability. To the maximum extent permitted by applicable law, Follow-Me's total aggregate liability to Licensee or any other person or entity for any and all claims and damages arising from or out of this Agreement (whether arising under contract, tort, negligence, strict liability or otherwise) shall in no event exceed the fees paid by Licensee to Follow-Me during the twelve (12) month period immediately preceding the event giving rise to such damages.

#### 12.0 Miscellaneous

12.1 Jurisdiction and Governing Law. Any dispute out of this Agreement will be submitted to the exclusive jurisdiction of the competent courts in The Netherlands. This Agreement will be interpreted and construed in accordance with the Dutch laws, without regard to conflict of law principles.

12.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control, and delivery and performance dates will be extended to the extent of any delays resulting from any such event. Each party will promptly notify the other upon becoming aware that any such event has occurred and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Nothing provided herein will excuse the delay of any payment that is due by Licensee to Follow-Me under this Agreement.

12.3 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Follow-Me in its sole discretion in each and every instance. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

12.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

12.5 Updates. Follow-Me may update these General Terms and Conditions at any time and will notify Licensee of each update via the user interface, email notification, or other reasonable means.

12.6 No Waiver. The failure on the part of either party to exercise any right or remedy here under will not operate as further waiver of such right or remedy in the future or any other right or remedy.

12.7 Headings. The headings in this Agreement are for purposes of reference only and are not intended to affect the meaning or interpretation of this Agreement.

12.8 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

12.9 Counterparts. The Order Forms may be executed in one or more counterparts each of which will be deemed to be an original instrument and all of which together with these General Terms and Conditions will constitute a single agreement.

12.10 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted here under shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) the day after, when sent by next day express mail or courier; or (c) three (3) days after, when sent by certified or registered mail, to the address set forth on the applicable Order Form.

12.11 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement.

12.12 Marketing. Licensee agrees that Follow-Me may reference Licensee's execution of this Agreement and its status as a licensee of the Follow-Me Software in marketing materials and in sales presentations after approval of licensee. Follow-Me may use Licensee's trade names and trademarks in connection with such usage.

12.13 Regulatory Matters. The Licensed Materials are subject to the export control laws of various countries, including without limit the laws of the United States. Licensee agrees that it will not submit the Licensed Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Follow-Me, and will not export the Licensed Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Licensed Materials by Licensee and/or its Authorized Users.

12.14 Entire Agreement. This Agreement (including any Order Forms, schedules and attachments, which are hereby incorporated herein by reference) constitutes the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

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