

VMS TRANSMISSION - TECHNOLOGY CHOICE

 In the Netherlands, the 2G and 3G mobile networks are being phased out.

If your VMS beacon still uses 2G or 3G, it will soon no longer be able to transmit positions via the mobile network.

In coastal areas, where mobile coverage is normally used, transmission will then take place via satellite only.

100% Satellite Subscription is for 2G/3G beacons, Hybrid is for 4G beacons.

SATELLITE ONLY



100% Satellite Transmission
€996 Per Year
No mobile coverage

4G / HYBRID



Mobile + Satellite Backup
€528 Per Year
Requires 4G Device

Note: 2G and 3G mobile networks are being phased out in the Netherlands, Only the satellite network will be available for tracking without a 4G upgrade.

■ Satellite Only - €996 / Year

■ 4G / Hybrid - € 528 / Year



Hoe kan ik mijn VMS-baken identificeren?

U kunt uw baken identificeren via:

Het **baknummer** (staat op het label onder of aan de zijkant van het toestel) Vindt u op uw 'bewijs van goedkeuring' afgegeven door de NVWA.

Het **modeltype** (bijvoorbeeld Triton 2G/3G of Triton 4G)

Voer uw baknummer in het formulier in. Het model wordt automatisch weergegeven.

- uw baknummer
- modeltype

VMS-pakketselectie - VMS Package selection

Beacons that only support 2G/3G are not compatible with the hybrid plan. Please choose whether to keep your current beacon (with limited functionality) or purchase a new 4G beacon. – Baken die alleen 2G/3G ondersteunen, zijn niet compatibel met het hybride abonnement. Kies of u uw huidige baken wilt behouden (met beperkte functionaliteit) of een nieuwe 4G-baken wilt aanschaffen.

SATELLITE ONLY (100% satelliet) — €996/year

4G / Hybride — €528/year

4G-Upgrade: aankoopoptie - 4G Upgrade: purchase option

Indien u nog geen 4G uitvoering heeft en van het Hybrid Package wilt profiteren, moet een nieuwe 4G-beacon worden aangekocht bij Alphatron Marine (euro 1.100 ex btw en installatiekosten).

Deze upgrade biedt betere dekking, verbeterde transmissiekwaliteit en garandeert een toekomstbestendige werking naarmate oudere netwerken worden uitgefaseerd.

De installatiekosten kunnen variëren en moeten rechtstreeks worden bevestigd met het technische team van Alphatron Marine.

Alphatron Marine Noord
Korte Lijnbaan 25
8861NS Harlingen
T +31 517 430 810

e-mail: salesnoord@alphatronmarine.com

Alphatron Marine Zuid
Herculesweg 20
4338PL Middelburg
T +31 118 640 070

e-mail: saleszuid@alphatronmarine.com

VMS-abonnement: Contractualisering

Om uw service snel te activeren, verzoeken wij u vriendelijk het onderstaande contract in te vullen en ondertekend (eerste en laatste pagina) terug te sturen naar het volgende e-mailadres:
sales.fisheries@groupcls.com

Ons CLS-team zal uw aanvraag zo spoedig mogelijk behandelen.

Vessel name (naam Vaartuig)*

Vessel owner name*

e-mail address which accepts digital pdf invoices*

Customer name*

/Company details owner*

Address

Postcode

Land : NL

EU-intracommunautaire btw-nummer*

KvK number*

Form to be filled out signed and returned to CLS before any platform transmission.

This purchase order is valid for all the platforms unless otherwise specified and for the entire duration of the programs. Service suspension shall be effective once a written confirmation is received from the customer.

Location and collection services

Unit price excl.tax

Yearly fee - I-Track 48 loc/day yearly hybride (I-Track 48 loc/dag hybride)	Per platform	528,00	EUR
Yearly fee - I-Track 48 loc/day yearly satellite only (I-Track 48 loc/dag)	Per platform	996,00	EUR

Service required from 01/05/2026

Non contractual date

Any transmission received and processed is chargeable.

CLS Customer Creation (Mandatory) - CLS Klantaanmaak (Verplicht)

To finalize your account creation, please complete the mandatory CLS customer form (Gelieve het verplichte CLS-klantformulier in te vullen)

<https://zfrmz.eu/EUEOYm7yZ5amKgokNcKU>

Your VMS request will only be processed after registration (Uw VMS-aanvraag wordt pas verwerkt na registratie).



By signing this document, the Client acknowledges (i) that he has obtained necessary information regarding CLS' Products and Services and (ii) that he has read CLS' GENERAL TERMS AND CONDITIONS OF SALE written on the back of this page and the pages which follows and that he has had the time to understand and negotiate them if needs be with the assistance of a legal advisor and (ii) that he accepts unreservedly to comply with and be bound by such CLS' GENERAL TERMS AND CONDITIONS OF SALE and by any document it refers to.

Date

Name

Signature and stamp

Payable to CLS's account

Bank Name	Société Générale
Bank Branch	Labège Toulouse Entreprises
Address	Immeuble Headlight 224 rue Carmin 31676 LABEGE Cedex FRANCE
Acc.Number	30003 02110 00020041087 73
IBAN :	FR76 3000 3021 1000 0200 4108 773
BIC :	SOGEFRPP

To validate this purchase order, please return to CLS one signed original or its scanned copy.

*Yearly and monthly fees are automatically renewed. Yearly and monthly service suspension shall be effective once written confirmation has been received from the customer at least one month before the renewal.

CLS' GENERAL TERMS AND CONDITION OF SALE

1. SCOPE - ENFORCEABILITY

These general terms and conditions of sale ("GTCS") apply to the provision of all services and sale (or rental) of equipment by CLS, such as (i) connectivity/data transmission services, notably space, air, ground or in situ data, (ii) value-added services based on the aforementioned data and (iii) other services such as equipment leasing or maintenance (all services hereinafter referred to as the "Services") and (iv) any equipment sold/made available to the Customer (hereinafter referred to as the "Products").

The Products and Services are solely aimed at professionals or public institutions in France or abroad (hereinafter referred to as "Customer(s)"). Under no circumstances may the Customer be regarded as a consumer and thereby claim to be entitled to benefit from any regulations relating to consumer protection.

Any order of Products/Services by a Customer automatically implies the Customer's acceptance of these GTCS, which constitute the sole basis for any commercial negotiations, in accordance with the provisions of Articles L. 441-1 et seq of the French Commercial Code.

Any other documents, in particular catalogues, brochures, advertisements, , etc., are for information purposes and guidance only, and are not binding. In addition, any document provided by the Customer (e.g. its general terms and conditions of purchase or the Customer's purchase order) shall only be binding in relation to CLS if the latter has expressly accepted the provisions of such document in writing and after balanced negotiations between the Customer and CLS.

The fact that, at any given time, CLS does not invoke a particular provision contained in these GTCS shall not be interpreted as a waiver of CLS' right to invoke that provision at a later date.

In accordance with the regulations in force, the parties might waive or supplement certain clauses of these GTCS by specific terms and conditions (or "STCS"). Such STCS may also specify the rules applicable to other products, services or third-party software.

If several contractual documents exist, the following order of priority shall apply: (i) the STCS if drawn up and signed by both parties (ii) CLS' quotation/offer and/or purchase order issued by CLS signed by the Customer (iii) these GTCS (iv) if applicable, the Customer's purchase order provided that it has been signed by CLS. All these documents constitute the contract ("Contract") that binds the parties.

Any scanned copy of the documents listed above or any document as mentioned above signed by a secured electronic signature system shall have the same value as their original paper copies, provided that the signatories can be duly identified and that the scanned copy has been stored in such a way as to guarantee its integrity.

1.1. Orders

The receipt of an order placed by the Customer shall be acknowledged by a purchase order issued by CLS or a sales contract, summarising the information concerning the Products/Services (reference, quantity, price, duration, etc.). The purchase order/sales contract must then be signed by the Customer and returned to CLS. No order shall be considered binding until CLS has received the duly signed purchase order /sales contract.

CLS reserves the right not to acknowledge receipt of an order for any reason it deems fit, and in particular if the Customer has in the past failed to pay any invoice, if the order is incomplete or if there is a foreseeable problem as regards the provision of the Product/Service. As soon as the signed order confirmation/sales contract is received, the order is irrevocable and may no longer be modified or cancelled, without CLS' prior and express agreement.

1.2. Prices

The applicable prices are those in force on the date of the order. The currency and applicable taxes are specified on the order confirmation/STCS. These do not include any taxes, customs duties or other charges (foreign exchange fees/bank charges), for which the Customer is responsible, and which may be invoiced in addition, if necessary. The amounts paid by the Customer to CLS must correspond exactly to the amounts specified on the invoices. Payment shall be considered to have been made once the amount has been credited to CLS' bank account. Unless otherwise agreed in writing between the parties, no discounts or rebates shall be applied by CLS.

Price lists shall be provided to the Customer upon request. The prices may be modified at any time. CLS shall inform the Customer in writing at least thirty (30) days before any revised prices come into effect.

Within that thirty (30) day period, the Customer may terminate the Contract by sending a registered letter with acknowledgement of receipt. Beyond this period, it shall be deemed that the Customer has accepted the revised prices.

Moreover, the Customer expressly waives its rights in terms of price reductions, as provided for in Article 1223 of the French Civil Code.

1.3. Payments

Invoices issued by CLS shall be paid by the Customer within 30 (thirty) calendar days of their date of issue. Such invoices might be issued solely via electronic notice.

CLS reserves the right to demand a down-payment, a cash payment or a payment guarantee from the Customer at any time before fulfilling the orders, in particular if CLS has previously had payment issues with the Customer concerned.

In the event of non-payment of the invoice by the date stated on the invoice, the amounts due shall be increased with a late-payment penalty calculated on the totality of the outstanding amounts due by the Customer, from the due date to the date of the actual payment, and corresponding to the European Central Bank rate in force, increased by ten points. If the ECB rate is negative, CLS shall apply the 0% rate plus ten points.

Late-payment penalties shall be paid upon receipt of the reminder sent by CLS or a debt collection organisation. The Customer shall also be automatically liable to pay a lump sum of €40 per unpaid invoice to cover debt-recovery costs. CLS reserves the right to claim additional compensation in the event the debt-recovery costs exceed this lump sum.

In the event of late payment by the Customer, CLS shall be entitled to suspend its deliveries and Services and/or cancel the order without prejudice to any other action that may be taken against the Customer.

No payment may be offset at the Customer's sole initiative.

1.4. Customer obligations

The Customer undertakes to:

- pay the price for the Products and/or Services;
- put in place and maintain the requisite IT and telecommunications facilities needed to use the Products and/or Services.

In addition, the Customer undertakes to comply with all instructions for the use, storage and maintenance of the Products/Services supplied by CLS, in particular those provided to the Customer in the form of instructions for use or any other user manual.

1.5. Liability

For the Services provided, it is expressly agreed that CLS and its partners (suppliers, sub-contractors, etc.) shall be bound by a best-effort obligation. In particular, the Customer acknowledges and accepts that the Products and Services use complex technologies linked to location and data collection systems and are available on an "as is" basis and that CLS cannot guarantee that they will operate without interruption or error free or be accessible without potential geographical limitations.

Since they may be beyond human control, the data processing and/or transmission times of the geolocation systems are given solely for information purposes and may sometimes exceed the initial specifications.

CLS and its partners cannot under any circumstances guarantee the continuity of the Services and the timely provision of data, nor the accuracy or suitability of the data for any purpose whatsoever. As such, the Customer undertakes not to file any claims or legal procedures on these grounds, whether against CLS or any satellite operators or data-transmission network operators (including their affiliates or agents and representatives).

Throughout the term of the Contract during which the loss or damage occurred and regardless of the event that may have caused such loss or damage, CLS' total, cumulative contractual liability may not exceed the price invoiced to and paid by the Customer during the twelve (12) months preceding the event which has caused such loss or damage, regardless of the nature, basis and form of the procedure filed by the Customer against CLS.

Under no circumstances may CLS be held liable under the Contract for any indirect losses, incidental, special, or exemplary damages, including losses resulting from an interruption of activity, an operating loss, a loss of profits, revenues, customers or data, or any damage to reputation, image or goodwill, a failure to achieve expected savings, improved productivity or a competitive advantage, cost of substitute products, facilities or services, interruption of the Customer's activities, or any procedure/claim filed by a third party against the Customer.

CLS shall not be liable and the Customer shall not be entitled to any compensation in the case of: (i) an occurrence of a force majeure event, (ii) interruption(s) to the Services due to breakdowns/malfunctions of satellitesystems or a failure on the part of satellite or telecommunications service providers or data providers, (iii) the failure of the communication equipment used by the Customer when such equipment has not been supplied by CLS, (iv) the failure or unavailability of communication tools or network performance or electrical installations or any other data-processing equipment or system installed/used on board the ship or other host, (v) the alteration of information or data during transmission, (vi) the fraudulent use of data or Services, (vii) the use of the Services to ensure the safety of property or persons, (viii) damage caused by any action or lack of action by the Customer or its employees, suppliers, representatives or third parties, (ix) for any damage caused by misinterpretation of any data, reports or any result of the Services by the Customer or any third party or for any future events or damages that are directly or indirectly related to the interpretation of such information, (x) failure by the Customer to comply with the instructions for use, storage and maintenance of the Products/Services, in particular those transmitted to the Customer in the form of instructions for use or other user manual.

CLS shall not be held liable for any damage that may occur to the Customer's property or to third parties as a result of the use of the Products and Services. CLS cannot be held responsible if the Products are not installed by CLS or a third party appointed by CLS. The Customer is therefore solely responsible for installations and their possible consequences on the functions, security and use of the Product when carried out by the Customer or a third party appointed by the Customer.

The Customer indemnifies CLS against any claim for loss or reduction of "manufacturer's warranties" of any kind, arising from CLS' (or an authorized third party's) handling of installation supports (engine, vehicle, bodywork, etc.) in connection with the installation of the Products.

1.6. Force majeure

In the event of total or partial failure to perform any of its contractual obligations, the party responsible for fulfilling this obligation shall not be considered at fault or liable to pay any compensation, if the performance of the obligation was rendered impossible due to a case of force majeure as defined in Article 1218 of the French Civil Code, or if the failure or delay was caused by the following events: natural disasters, exceptional weather conditions, embargoes, labour disputes, boycotts, wars, riots, customs quotas, supply or labour shortages, transport delays, blocking by customs authorities, terrorists attacks, failure of satellite system(s), failure of systems managed by telecommunications operators (e.g. GSM network), government bans on the use of satellite data, epidemics, pandemics including their consequences having an impact on the provision of the Products and/or Services, such as measures imposed by government or public authority.

The defaulting party shall (i) promptly notify, by letter or e-mail, the other party of the occurrence of a case of force majeure, which shall be described in detail, indicating the foreseeable duration of the event and the measures taken or sought by the party to remedy the consequences of the force majeure, and (ii) make its best efforts to find an alternative solution and, in any event, resume the performance of the Contract as soon as reasonably possible.

If the case of force majeure lasts more than ninety (90) days, without it being possible to find a remedy, the aggrieved party may terminate the Contract by delivering notice to the defaulting party by registered letter with acknowledgement of receipt, with no compensation due from either party.

1.7. Personal data

As part of the performance of the Contract, personal data may be processed by CLS at the request of the Customer (CLS then acts as a processor as defined by Regulation (EU) 2016/679 of 27 April 2016 ("GDPR")), or by the Customer itself at the request of CLS (CLS then acts as the controller). Herein, the only cases addressed shall be those in which CLS acts as a processor. For cases where CLS is considered to be the controller, a personal-data processing agreement shall be specifically drawn up between the parties.

In order to make it possible for the Services to be provided, the Customer shall entrust CLS with the processing of personal data, and notably collecting, drawing value from and making available various kinds of data (surname, first name, email, telephone numbers, registration number, geolocation data, Web-Platform user-identification data, etc.). The purpose of these processing operations shall be strictly limited to the performance of

the Services. Moreover, CLS undertakes to only process personal data that is strictly necessary for the purposes of the Contract.

As a general rule, the Customer and CLS shall comply with the applicable legislation concerning the protection of personal data - notably the French Data Protection Act No. 2018-493 and Regulation (EU) 2016/679 of 27 April 2016. As such, the Customer shall therefore carry out all the necessary formalities concerning the processing operations entrusted to CLS and inform the persons concerned by these processing operations.

As a processor, CLS undertakes to implement all appropriate technical and organisational measures to protect the Customer's personal data against any unauthorised or illegal processing and against the loss, accidental destruction and alteration of the personal data. As a processor, CLS undertakes to act solely according to the complete and documented instructions of the Customer, who is the controller.

Insofar as possible, CLS shall help the Customer fulfil its obligation to comply with requests from persons concerned by the processing of their personal data who wish to exercise their rights concerning the right of access, rectification, deletion and opposition, the right to limit processing, the right to data portability, etc. In the event that the persons concerned inform CLS of their wish to exercise their rights, CLS shall send these requests by email to the Customer as soon as it receives them.

CLS shall make every effort to notify the Customer as soon as possible of any personal data violation, after becoming aware of it. CLS shall assist the Customer, if necessary, in notifying the competent supervisory authority of this violation.

1.8. Confidentiality

If no specific confidential agreement has been signed by the parties, the provisions of this Article shall apply.

"Confidential Information" means any information or material marked "Confidential", "Restricted" or with such other restrictive legend; proprietary software including source code and documentation; or any other form of information disclosed which may be reasonably construed to be confidential which either party may disclose to the other party under this Contract.

The Parties agree that during the Contract and for a period of three (3) years after the expiry or termination of the Contract (except in the case of trade secrets, which shall continue to be confidential until such information is no longer deemed a trade secret), without the prior written consent of the disclosing party, Confidential Information exchanged shall be kept confidential and shall not be disclosed, given to any third party or made use of in any manner otherwise than for the purposes set out in the STCS or any other contractual document.

The parties shall use or permit to use Confidential Information solely in connection with the Contract and not for their own or any third-party benefit, provided that the parties shall be entitled to disclose Confidential Information to those of their employees (under equivalent confidentiality undertakings), if any, to whom and to the extent such disclosure is reasonably necessary for the purposes of this Contract.

The Customer shall in any case remain responsible towards CLS for the compliance of its employees/third party who have a need to know with all obligations deriving from this Article.

Notwithstanding any provision herein contained, this Contract shall not be construed as imposing on the disclosing party an obligation to provide or disclose any information.

All the ownership rights and patent and intellectual property rights in and to the Confidential Information shall be retained by the party that has disclosed the information. The party receiving the Confidential Information shall not remove the distinctive signs, logos or marks indicating the source and/or ownership of the Confidential Information on all copies thereof.

1.9. Intellectual Property

Pre-existing intellectual property rights created by CLS before the Contract and/or intellectual property rights which are developed and/or modified during the Contract, in particular those relating to:

- (i) Software
- (ii) databases,
- (iii) web platforms (including interfaces and dashboards),
- (iv) equipment, components, or related documentation,
- (v) deliverables delivered and/or produced during the Contract and/or provided to the Customer (such as models, maquettes, prototypes, drawings, diagrams, images, reports, data, analyses, proposals or any other document, including any preparatory studies),

shall all be owned by CLS, its licensors or suppliers, as applicable.

Unless otherwise agreed in writing between the parties, CLS grants to the Customer:

- As regards (i) above: a limited, revocable, non-exclusive, worldwide, non-transferable, non-sublicensable licence to use the intellectual property rights required strictly for the provision of the Services covered by the Contract, and only for the duration of the Contract;
- As regards (ii) above: a limited, revocable, non-exclusive, worldwide, non-transferable, non-sublicensable access rights for the duration of the Services/Contract, and subject to limitations as specified below in Article 3.1;
- As regards (iii) above: a right of use as specified below in Article 3.1;
- As regards (v) above: unless otherwise specified, a limited, revocable, worldwide, non-exclusive, non-transferable and non-sublicensable licence to use these intellectual property rights for the duration of their legal protection period.

The images/data provided to the Customer which belong to third party providers may be used by the Customer only for internal and non commercial purposes. The Customer may be required to sign a separate end-user licence agreement in relation to the use of such images/data.

The Customer shall not remove any proprietary notices, trademarks or other signs of CLS or any third party provider contained on or in the Products/Services/Platforms, and shall at all times reproduce all such notices on all copies which it is authorized to make under this Contract.

1.10. Assignment of the Contract

The Customer shall not, without CLS' prior written consent, assign or transfer the Contract or the rights or obligations arising thereof to a third party. In the event of an unauthorised transfer, CLS shall have the right to suspend the Services and the Customer shall remain fully liable for the payment of all invoices relating to the Services, without prejudice to CLS' right to terminate the Contract with thirty (30) days' notice.

CLS may transfer, assign or sub-contract all or part of its obligations, as well as the resulting payments due and their collection, to third parties, with right of substitution.

1.11. Miscellaneous

This Contract, together with the instructions for use, storage and maintenance of the Products/Services, and in particular those transmitted to the Customer in the form of instructions for use or any other user manual, represent the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any other agreement or understanding between the parties. If one of the clauses of this Contract should become invalid, pursuant to a particular law or regulation or following a res judicata decision made by a competent court, this shall not entail the invalidity of the other clauses, which shall retain their full effect and scope. These GTCS, and the sale of Products and the provision of Services governed by them, are subject to French law, regardless of the place in which the Service is performed or the Product delivered, and regardless of the location of the Customer's registered office or place of business. In the event of a dispute arising from the Contract and, if necessary, after any attempt to find an amicable solution, the Court of Appeal of Toulouse (France) shall have exclusive jurisdiction, even in the event of an incidental claim, multiple parties, third-party notice and proceedings against a guarantor, including for summary or ex parte proceedings, protective measures and enforcement measures.

1.12. Audit

The Customer shall allow CLS to access, inspect and audit the Customer's records, accounts and other relevant information and premises (including allowing copying of documents), during normal business hours on business days and subject to a minimum of seven (7) business days' notice to the extent this is reasonably required for the purpose of verifying the Customer's compliance with its obligations under this Contract (especially regarding confidentiality, use of Services, intellectual property).

1.13. Export control

The Customer acknowledges that the Products/Services are subject to the export control regulations in force in France. The Customer undertakes not to export or re-export any deliverable/service, directly or indirectly, to any country or any end user, and for any use subject to restrictions under the aforementioned regulations.

2. CONDITIONS CONCERNING PRODUCTS

2.1. Delivery of the Products

As regards the sale or lease of Products, CLS undertakes to deliver the purchased or leased Product in accordance with the order. Unless otherwise agreed by the parties, delivery shall be made Ex-Works (Incoterms 2020).

The transfer of ownership of the Products to the Customer shall only take place after full payment of the price by the Customer, regardless of the date on which the Products were delivered. The delivery time specified in the sales contract is given for information purposes only, since it depends, notably, on the availability of carriers, the customs-clearance time, weather conditions, etc. Delays in delivery may not give rise to any penalties or compensation, nor may they justify the cancellation of the order.

2.2. Conformity

The Customer is required to check the apparent condition of the Products upon delivery. If Customer does not provide written notice to CLS of any damage, defects or other concerns regarding the Products within five (5) calendar days of the Products being received, the Products delivered by CLS shall be deemed compliant with the order in terms of quantity and quality.

Any claim made by the Customer according to the conditions and procedures described in this Article shall not give rise to suspension of the Customer's payment for the Products concerned.

2.3. Product modification

Unless expressly authorised by CLS, the Customer may not modify or alter the Products.

2.4. Warranty

The Products carry a contractual warranty for a period of twelve (12) months from the date of delivery, covering any non-compliance of the Products with the order and any hidden faults resulting from a possible defect in the materials, design or manufacturing that affects the Products and makes them unfit for use. The contractual warranty period for batteries is six (6) months.

The warranty is an intrinsic part of the Product sold by CLS. The Product may not be sold or resold altered, transformed or modified.

Products under warranty that are deemed defective shall be replaced or repaired by CLS, according to the latter's choice. This warranty covers the cost of labour and the return of the Product; the cost of shipping the Product to CLS shall however be paid by the Customer. The replacement of defective Products shall not lead to the above warranty period being extended.

The warranty shall apply solely to Products provided by CLS, and shall exclude consumables/accessories such as the SD memory card, SIM card, antennas, cables or fasteners, this list not being exhaustive.

The warranty shall not be valid in the event that the failure affecting the Product is the result of (i) improper installation or storage (if carried out by the Customer); defaults caused during transport of the Product; abnormal use, namely when the Products have been used under conditions and/or for a purpose different from those for which they were manufactured, or in the event of non-compliance with the conditions prescribed in the user manual; negligence or lack of maintenance on the part of the Customer, (ii) normal wear and tear of the Product, (iii) force majeure, loss or theft; destruction, damage or an accident resulting from an impact, fall, negligence, lack of supervision or maintenance, (iv) the repair or attempted repair of the Product by persons other than CLS staff or an authorised repair company, unless prior written authorisation has been granted by CLS.

2.5. Product recycling

When the Product reaches its "end of "life" point, the Customer undertakes to dispose of it using the appropriate recycling channels, in accordance with the regulations in force in the country where the disposal takes place.

In the event of rental of Products, the Customer undertakes to return the Products within the period indicated by CLS. If the parties agree otherwise, the Customer undertakes to destroy the Products under the conditions defined in the previous paragraph.

With regard to batteries, information concerning the effects of problematic substances in the battery waste stream is available at the following address: <http://ec.europa.eu/environment/waste/batteries/>

In the event that the Customer is responsible for recycling the Product, the Customer shall indemnify CLS against any claim or action relating to the conditions of recycling and any failure to comply with applicable standards.

3. CONDITIONS CONCERNING SERVICES

3.1. Access to the Services

The use of certain Products or Services and/or access to software, web platforms, interfaces, dashboards, or databases requires the prior allocation of a login, a password and/or a hardware key (smart card, USB flash drive, etc.). This identification information is strictly personal and confidential and should not be disclosed to or shared with third parties.

Under no circumstances shall CLS be liable for the loss of identification information by the Customer, who is solely responsible for such information, whether used by the Customer and/or by third parties, or for any actions or declarations made through the use of these logins, whether fraudulent or not. In addition, CLS does not have the means to verify the identity of persons accessing the Services and cannot therefore be held liable in this matter. If the Customer has reason to believe that a person is using its identification details without having received the requisite authorisation, it must immediately inform CLS so that appropriate measures can be taken. The conditions and costs for renewing the identification information are specified in the STCS, if applicable.

The Customer may have access to one or more of web services such as CLS' software as a service (SaaS) applications/platforms (applications hosted by CLS or a third party available to customers via the Internet). The web services consist of a set of IT components and services, servers, databases and software used to display and exploit data or other information within the framework of the Services provided by CLS (hereinafter, called "Platform(s)").

CLS grants the Customer a personal, limited, revocable, worldwide, non-exclusive, non-transferable and non-sublicensable right to use the Platform and its component parts for the purpose intended.

The Customer shall use the Platform only for its own needs (internal use only excluding the right to grant any access right to third parties) and for the purpose of displaying its content only.

Apart from the rights granted under this Article, and without prejudice to those rights, the Customer is not authorised to:

- Copy all or part of the Platform, print, transfer, reproduce, modify, arrange or correct all or part of the components of the Platform; or export and/or incorporate all or part of it into other computer programs;
- Extracting part, even if unsubstantial, of the data from CLS' databases/Platforms;
- Sell, rent, sub-license, make available to third parties, market, lend or distribute the Platform or one or more of the component parts, in any way whatsoever;
- Use the Platform and/or its component parts to provide any individual, company or entity with data-collection and information-processing services or any other services that are similar to the Services in any way whatsoever;
- Compile, decompile, disassemble, translate, reverse engineer or attempt to reverse engineer the software that is part of the Platform, except within the limits authorised by law.

3.2. Data

For the purposes of this Article, the following terms shall have the following meanings:

"Raw Data": refers to data generated in particular by data-collection, geolocation or transmission/information processing equipment, such as for instance a beacon or a buoy, and/or, more generally, any data (i) received by CLS which are not appropriable as such, including data received from the Customer in order to be processed by CLS or (ii) data purchased by CLS from third-party data providers as the case may be.

"Processed Data": refers to information (i) made available to the Customer by CLS through its infrastructure and/or processes for collecting and processing Raw Data, through software, the Platform, an interface, a dashboard or any other communication means, and/or (ii) organised within one or more databases owned by CLS and protected as such under Articles L.341-1 et seq. of the French Intellectual Property Code.

Unless otherwise specified, the use of Processed Data by the Customer shall be for internal and non-commercial purposes.

CLS shall remain free to use the Raw Data and the Processed Data, notably for the purposes of:

- internal research, in particular to improve the Services offered, and/or

- for any other purposes, provided that such data has been subject to ID masking/anonymization including personal data or data that are subject to specific legislation or regulations, unless otherwise agreed in writing between the parties.

This clause is applicable worldwide and for the legal period of protection concerned by the applicable intellectual property rights.

In case Processed Data are based on Raw Data provided to CLS by third parties, the Customer may be required to sign a separate end-user licence agreement.

3.3. Customer obligations

3.3.1. The Customer acknowledges:

- that it is aware of the type of network used and, in particular, its technical performance and response times for consulting, querying or transferring data and information;
- that the data circulating on networks are not necessarily protected, notably against possible misuse;
- that, if it communicates its login details, or any information deemed confidential, to a third party, it does so at its own risk;
- that it is responsible for taking all appropriate measures to protect its data and/or software from contamination by viruses;
- that the data to which it has access may be subject to regulations in terms of use or protected by copyright.
- In general, that it is solely responsible for all data and information that it sends and receives using CLS' Products and Services.
- that CLS and its partners may establish and determine the duration or volume of authorised communication, or the maximum volume of data storage, depending on the Service concerned.

3.3.2. The Customer shall not:

- attempt to divert the Service from its intended purpose, manipulate the content and, more generally, the information and data provided through the Service in any way whatsoever, or conceal the source and origin of information received or sent through the Service;
- gain or attempt to gain unauthorized access to CLS network or its related systems;
- use the Services in connection with illegal activities (terrorism, crime, etc.) and/or dual-use military applications designed for military items, including any related computer services;
- upload, display and transmit any content that contains computer viruses or any code, files or programs designed to interrupt, destroy or limit the functions of the Service, computer or telecommunications tool, without this list being exhaustive;
- perform any action that may have a disruptive effect and/or hinder the real-time communication capabilities of CLS and/or its partners, in particular those of communications network operators;
- interfere with or disrupt the Service, servers or networks connected to the Service, or refuse to comply with any applicable requirements, procedures, general rules and/or legal and regulatory provisions;
- transmit or store data, content or information that has in breach of third party rights or that been altered, is misleading, illegal or fraudulent and, more generally, contrary to the applicable law in the Customer's geographical location.

3.4. Suspension of Services

Without incurring any liability, at any time, CLS and/or its partners reserve the right to suspend access to and the use of the Services for a limited period of time:

3.4.1. For any maintenance, modification and/or technical failure of a satellite/network operator and notably to safeguard the security and integrity of such network. CLS shall give the Customer prior notice of such suspension where reasonably practicable;

3.4.2. Without notice,

- (i) in the event of non-compliance with an essential obligation of the Contract or with the legal and regulatory provisions in force, or
- (ii) in case of use of the Services or Products that seriously affects the stability or the security of CLS network or when CLS has reason to believe so, or
- (iii) in case of any fraudulent or illegal use of the Services or Products, or if a Product has been lost or stolen, in particular in order to avoid or correct any degradation or impairment of Services, or

(iv) in case of a request or order from a judicial governmental/regulatory or law enforcement body, or
(v) in case the provision of the Services becomes unlawful under the applicable law.

In the event listed in article 3.4.2 above, and if several orders are in progress, CLS shall be entitled to suspend not only the order concerned but also the Customer's other orders.

3.5. Termination

Without prejudice to any other claims or proceedings that CLS may bring against the Customer, CLS may terminate the Contract and all access to Services, including to API/Platform(s) at any time after notification by registered letter with acknowledgement of receipt:

- with thirty (30) days' notice, if the Customer has not remedied the breach in question within the thirty (30) days period mentioned in the events as provided in articles 3.3.1, 3.4.2 (i) (notably in the event of non-payment of an invoice or a reduction in the guarantees and securities provided) and/or 3.4.2 (ii),
- with fifteen (15) days' notice, in the events as provided in article 3.4.2 (iii) (iv) (v).

The Customer may terminate the Contract with three (3) months' notice, by sending a registered letter with acknowledgement of receipt to CLS.

3.6. Service period

Provision of the Service is determined by the start and, if applicable, end dates of the Service, specified on the order confirmation/ STCS, regardless of whether or not the Customer actually uses the Services provided by CLS (access time or volume of data, for example).

If no duration is specified, the Service shall be provided for an indefinite period.

The Customer declares that it has read and accepted the terms and conditions stated on the CLS purchase order and, in particular, the additional invoicing that may be carried out in the event that the volume of data or the access time initially provided for is exceeded.

At the end of the Service period, the Customer shall immediately cease all use of the Service, notably by deactivating the equipment generating the Service. Failing this, and depending on the technical options available, CLS may, at its discretion, suspend access to the Service or invoice this access at the price in effect on the date the Contract expired.

4. CONDITIONS CONCERNING SOFTWARE

If a software licence is granted to the Customer, and if no specific license agreement has been signed between the parties, CLS grants the Customer the right to use the software for the purposes specified on the order confirmation. This right is personal, limited, revocable, worldwide, non-exclusive, non-transferable and cannot be sublicensed or used for any commercial operation. The license is worldwide and is granted for the duration of the Contract.

Apart from the rights granted under this Article, and without prejudice to those rights, the Customer shall not:

- Copy, print, transfer, reproduce, arrange, correct or display all or part of the software concerned;
- Sell, rent, sub-license, make available to third parties, market, lend or distribute the software in any way;
- Use the software to provide data processing, office or time-share services, or any other similar services of any kind whatsoever, to any natural person, company or entity;
- Use or install the software on a network or multiple work-stations, or distribute the software, notably via the Internet;
- Modify/adapt the software and/or incorporate all or part of the software into other computer programs;
- Compile, decompile, disassemble, translate, analyse, reverse engineer or attempt to reverse engineer the software, except within the limits authorised by law.

The software source codes shall not be transmitted to the Customer.

The cost of the licence fee shall be specified on the order confirmation.

The parties agree that the software is delivered "as is", without express or implied guarantees concerning its reliability, quality or suitability for particular needs or uses.

No maintenance is planned as part of this Contract. CLS shall provide the Customer with any updates for the software.

CLS shall not be responsible for the software's compatibility with the

Customer's hardware and/or software or the equipment used by the Customer.

5. CONDITIONS CONCERNING PRODUCT MAINTENANCE

At the Customer's request, after the end of the warranty period, CLS may maintain the Products until the end of the Contract. All related costs will be paid by the Customer: assistance, diagnosis, shipping costs to and from the site, repairs, replacements as well as site visits, dismantling and installation.

In the event that the Customer opts for a fixed-price maintenance package, the Customer and CLS shall draw up, by mutual consent, an order confirmation specifying the content of the service package and the related terms and conditions as regards the price and duration.

THE CLIENT :	
DATE :	
NAME OF THE SIGNATORY :	
POSITION :	
SIGNATURE :	