FINAL VERSION NAUTADUTILH DATED 14 MAY 2014

Terms and Conditions for Aspider M2M Prepaid Services

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1.   Definitions

The following terms (in singular or plural form) as used in these Terms and Conditions shall have the following meanings:

Accepted Order   Order that has been accepted by ASPIDER M2M via MyM2M.

Account   The Customer's account with ASPIDER M2M to which one or more SIM Cards are linked.

Account Credit   The credit balance on an Account expressed in euros (EUR).

Agreement   The agreement between the Customer and ASPIDER M2M, whereby, amongst others, the Customer opens an Account and consisting of the Accepted Order(s), Annexes and these Terms and Conditions.

Annex   Any annex attached to the Agreement.

Applicable law   Any Dutch law rules, including but not limited to legislative enactments and regulatory requirements (including decisions and rulings of national regulatory authorities), which need to be observed in connection with the rendering of the Service, including but not limited to the relevant data protection laws and telecommunications act(s).

ASPIDER M2M   Aspider Solutions M2M B.V. and/or Aspider M2M Ltd., as applicable.

Confidential Information   All information disclosed by a Party to the other Party during the Term (whether written or oral) including the existence and the contents of the Agreement, any information designated as confidential by either Party and all other information which relates to the business, affairs, customers, products, developments, trade secrets, know-how and personnel of either Party that a Party knows or should reasonably know is regarded as confidential by the other Party.

Charges   The charges for the Services and the SIM Card as specified in MyM2M.

Connection   The portion of the mobile telecommunications services tied to a specific piece of

Sign-off Customer:

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	peripheral equipment identified by its SIM Card commonly referred to as a "line".
Customer	The company or person acting in the course of his business with whom the Agreement is signed.
Customer Hardware	The Customer's device that contains a SIM Card, including, without limitation, cellular terminals and GPRS modules which device shall comply with the requirements of the Radio Equipment and Telecommunications Terminal Equipment Directive 1999/5/EC and any relevant applicable local standards or guidelines (as updated, reissued and implemented from time to time) as well as with the 3GPP series 34 TS and in case of LTE, 3GPP TS 36 to ensure compatibility with the Services and the Network.
Delivery Date	The estimated date on which the SIM Cards are delivered as specified in the Agreement.
Effective Date	The date on which ASPIDER M2M has accepted the Order or any other date specifically indicated as such in the Agreement.
End-User	An actual user of a Service.
Hosting MNO	The operator ASPIDER M2M uses as supplier for its Services
Minimum Account Credit	The minimum balance of an Account specified on MyM2M
Month	Unless the context indicates that a full calendar month is intended, a continuous period until the same date in the following calendar month.
MyM2M	The Account Control & Monitoring web tool of ASPIDER M2M.
Network	The EDGE, GSM, GPRS and/or other telecommunication networks in the Territory only insofar as used to provide the agreed Services by ASPIDER

	M2M to the Customer.
OEM	Original Equipment Manufacturer. The company that delivered the equipment with embedded connectivity from My2M to the Customer
Order	An order for SIM Cards and/or Services by the Customer via MyM2M.
Party / Parties	ASPIDER M2M or the Customer / ASPIDER M2M and the Customer jointly.
Payment Method	The payment method chosen by the Customer in MyM2M.
Registration codes	Codes sent by the OEM to the Customer that enable the Customer to register the embedded connectivity in equipment delivered by the OEM.
Service	All services requested by the Customer in MyM2M to be provided in the Territory by ASPIDER M2M to the Customer.
SIM Card	A microchip card that is required to use the Services and the Connection, making use of applicable standard(s) for mobile telecommunication or systems operating with it.
SIM Credit	The credit balance linked to a specific SIM Card expressed in euros (EUR).
Terms and Conditions	These Terms and Conditions from ASPIDER M2M applicable to Orders and the Agreement.
Territory	The agreed countries as indicated in the Agreement, in which the Services may be ordered and used by the Customer.
Trademarks	Trade names, trademarks, logos or other identifying product or service marks used by a Party.
Working Day	Monday up to and including Friday, with the exception of

Dutch public holidays and/or as specifically indicated in an Annex or an Order.

2.   General Provisions
Relationship between Parties
1.   ASPIDER M2M is authorized to terminate negotiations with a prospective Customer at all times, without giving its reasons to do so and without being liable for any possible damages arising out of such termination. ASPIDER M2M can never be obliged to continue to negotiate with a prospective Customer.
2.   The person acting on behalf of Customer when placing an Order represents to ASPIDER M2M that it is authorized to do so.
3.   The Customer agrees that it will purchase SIM Cards and Services from ASPIDER M2M.
4.   No rights may be derived from these Terms and Conditions to act on behalf of the other Party, unless the Parties explicitly agree otherwise in writing. Conclusion of or performance under these Terms and Conditions are not intended to and shall not be interpreted as giving rise to any corporation, association or partnership.
5.   ASPIDER M2M may sub-contract the performance of any of its obligations under the Agreement. Notwithstanding any sub-contracted obligation: (i) ASPIDER M2M is responsible vis-a-vis the Customer for the performance of the Services and the observance of the obligations under the Agreement and (ii) ASPIDER M2M will remain the Customer's single point of contact for all matters related to the Services, unless agreed upon otherwise in writing.
6. ASPIDER M2M may at all times assign any or all of its rights and obligations under the Agreement to a third party.
7. The Parties agree that the legal relationships between them will not be subject to any stipulation comprised in article 6:227b, first paragraph and article 6:227c of the Dutch Civil Code or any other similar arrangement based on (the E-commerce) Directive 2000/31/EG (PbEG L178 of July 17th, 2000).
8. ASPIDER M2M shall not deliver services such as Bill Shock Prevention or (personalized) EU Roaming Tariff Information SMS notifications meant in Regulation (EC) No 544/20091 of the European Parliament and of the Council of 18 June 2009 and/or as meant in any subsequent, additional or amending EC regulations, unless explicitly agreed upon by the Parties in writing.
General
9.   These Terms and Conditions shall apply to all Orders, Agreements and any preceding legal relationship between ASPIDER M2M and a (prospective) Customer. The applicability of any other general or special terms or conditions is expressly rejected.
10.   In the event of, and only to the extent of, any conflict between the various documents belonging to the Agreement, the following will be the order of precedence:

- First, the Accepted Order; then
- The Terms and Conditions; and finally
- The applicable Annexes.

11.   If any provision is held invalid, illegal, non-binding or unenforceable, whether in whole or in part, that provision will be enforced to the maximum extent permissible, and the other provisions shall remain in full force and effect. ASPIDER M2M and the Customer will make every effort to reach agreement on a new provision which differs as little as possible from the invalid, illegal, non binding or unenforceable provision, taking into account the substance and purpose of the Agreement.
12.   ASPIDER M2M shall be entitled to amend and supplement the Terms and Conditions with immediate effect upon prior written notification by ASPIDER M2M to the Customer.
13.   A waiver of a breach of any provision in the Agreement will not constitute the waiver of any other breach of any other provision in the Agreement. To be enforceable, a waiver must be in writing and signed by a duly authorized representative of the waiving Party.
Interpretation
14.   For the purposes of these Terms and Conditions, a written notification by ASPIDER M2M shall mean any notification by email, fax, letter or in MyM2M.
15.   The Parties agree that the governing language of this Agreement and any notices related hereto shall be English. However, English words used intend to describe Dutch law concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.
16.   The titles and headings in these Terms and Conditions are for reference only and are not meant to create any limitation or expansion to the meaning of any provision.

3.   Ordering and MyM2M
1.   Unless otherwise agreed in writing, Orders shall only be concluded in the English language.
2. ASPIDER M2M will register the relevant data for each new Order. Each Party will be responsible for the accuracy of the instructions and the information provided by such Party as part of an Order. Neither Party will be obligated to check the accuracy of the information provided by the other Party.
3.   The Customer has the right to place an Order by means of MyM2M.
4.   Access codes (i.e passwords) are used by the Customer to access MyM2M. ASPIDER M2M will issue such access codes to the Customer, unless ASPIDER M2M has indicated that the Customer may choose the access codes itself. The Customer is responsible for keeping and safeguarding the access codes. All Orders placed using the Customer's assigned access codes will be binding on the Customer.
5.   Registration codes are used by OEM customers to register their embedded connectivity in MyM2M. Registration codes are provided by the OEM

to the OEM customer. The Customer is responsible for keeping and safeguarding the access codes.

6.   Each Party will notify the other as soon as possible if it becomes aware of, or seriously suspects, unauthorized use of any access code. If and to the extent that ASPIDER M2M knows of any unauthorized use of an access code it will block the access code to prevent its further use.

4.   SIM Cards

1.   Unless otherwise agreed in writing, ASPIDER M2M shall deliver SIM Cards to the Customer Ex Works at ASPIDER M2M's premises. This Incoterm shall govern the respective obligations of the Parties regarding the subscription of any required contracts of carriage and related insurance and/or the obtaining of any governmental and/or other consent(s) required for the sale, purchase, export, and/or import of SIM Cards under this Agreement.

2   ASPIDER M2M will make every reasonable effort to complete the delivery of the SIM Cards within the Delivery Date.

3.   Delivery Dates are never firm dates. Exceeding the Delivery Date will not give the Customer the right to damages, dissolution of the Agreement or deferment of its obligation under the Agreement.

4.   ASPIDER M2M will not deliver the SIM Cards until it has received in cleared funds payment from the Customer.

5.   Unless otherwise agreed in writing ASPIDER M2M may deliver SIM Cards prior to the Delivery Date and may deliver SIM Cards in installments by separate shipments.

6.   If the Customer requests ASPIDER M2M to postpone delivery, ASPIDER M2M may charge the Customer the reasonable additional costs of handling and storage. The Customer shall remain liable, however, to pay the applicable Charges in accordance with the payment terms set forth in Section 11.

7.   Upon receipt of the SIM Cards, the Customer shall properly protect the SIM Cards against unauthorized use, theft or damage and shall not damage or alter the SIM Cards in any way. The Customer is not allowed to disclose the SIM Card security codes to third parties. The Customer shall obey any reasonable instructions from ASPIDER M2M or its suppliers related to the use of SIM Cards. The Customer shall prevent, investigate and terminate cases of (suspected) fraud or other irregularities related to the use of SIM Cards including but not limited to use related to premium rate numbers and will duly notify ASPIDER M2M of its obligations under this Section 4(7).

8.   ASPIDER M2M has the right to modify, remotely or by another method, the technical components or settings of SIM Cards issued to the Customer.

9.   ASPIDER M2M does not warrant that the SIM Cards will be uninterrupted or error free nor does it make any warranty as to the results that may be obtained from the use of the SIM Cards. ASPIDER

M2M disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

10.   ASPIDER M2M may deactivate a SIM Card when it has not had any usage for a preceding period of three calendar months.

5.   Customer Hardware

1.   The Customer shall be responsible for obtaining and maintaining any Customer Hardware and any other equipment and ancillary services required to connect to, access or otherwise use the Services.

2.   The Customer shall also be responsible for maintaining the security of the Customer Hardware, Customer account, passwords (including but not limited to administrative and user passwords) and files.

3.   ASPIDER M2M cannot be held liable for damages arising out of any (mis)use of Customer Hardware or non-compatibility with the Services.

6.   Services

1.   ASPIDER M2M agrees to provide the Services specified in the Agreement.

2.   ASPIDER M2M shall provide each Service upon activation of a SIM Card and insofar as there is sufficient Account Credit.

3.   The Customer shall be allowed to grant a right to use the Connections to End-Users. The Customer shall remain responsible for the use of the Connections by End-Users.

7.   Standards Compliance, Network Developments and Service Maintenance

1.   ASPIDER M2M will use reasonable efforts to ensure that the provision of Services is in accordance with Applicable law. ASPIDER M2M shall give written notice to the Customer if, as a result of amendments to Applicable law, ASPIDER M2M is unable to provide the Services in accordance with Applicable law without the assistance of the Customer. The notice shall give details of the issue concerned and the activities to be undertaken by the Customer in order to ensure that the Services are provided in accordance with Applicable law. The Customer will be obliged to carry out such activities and until Customer has carried out said activities, it shall not oblige ASPIDER M2M to comply with the relevant conflicting provisions in the Agreement.

2.   The Customer shall comply with all laws and regulations applicable to it, including but not limited to Applicable Law.

3.   A Network may be modified at any time. ASPIDER M2M will inform the Customer in a timely manner, unless ASPIDER M2M is not reasonably able to do so, about:

- modifications to the technical properties and possibilities of a Network; and
- modifications to the geographical coverage of a Network;

insofar as any modification has a material impact on the Services or on the Customer Hardware.

4.   The Parties will cooperate with each other and will provide required information to each other to ensure that the Services are maintained and continue to function properly.

5.   ASPIDER M2M does not warrant that the Services will be uninterrupted or error free nor does it make any warranty as to the results that may be obtained from the use of the Services. ASPIDER M2M disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. ASPIDER M2M shall endeavor to transfer to the Customer the benefit of any warranty or guarantee given to ASPIDER M2M by the Hosting MNO.

8.   Data Protection

1.   When processing data (including personal information and traffic data) relating to the Customer for the purpose of providing the Service, ASPIDER M2M will duly observe the Applicable law.

2.   ASPIDER M2M may process the data referred to in Section 8(1) for the purposes of detecting and combating fraud, checking due observance of the Agreement and deriving general information from the Customer's traffic figures for various marketing purposes. Furthermore, ASPIDER M2M may also forward the data to third parties when executing the obligations under the Agreement. To this extent, the Customer allows ASPIDER M2M to have data processed by such third parties for such purposes. If, due to Applicable law, each End-User should give permission in this respect as well, the Customer represents that it is authorized to represent the End-User in this matter. The Customer shall defend, indemnify and hold ASPIDER M2M harmless from and against any claim made, or any suit or proceeding brought against ASPIDER M2M by an End-User alleging that the Customer did not have the right to consent to the processing of such End-User's personal or traffic data.

9.   Suspension of Services and Use of Content
Suspension of Services

1.   ASPIDER M2M shall have the right to suspend the Services (i) if the Customer fails to comply with any of its obligations under the Agreement, unless such suspension is not reasonable given the relevant non-compliance of the Customer, (ii) if the Account Credit is insufficient, or (iii) in relation to a SIM Card with SIM Credit, if the SIM Credit is insufficient. ASPIDER M2M will give the Customer written notice of the suspension of the Services. ASPIDER M2M will resume the Service when the Customer resumes its obligations under the Agreement or when the Account Credit is sufficient, as applicable.

2.   ASPIDER M2M shall have the right to fully or partially suspend the Service for the purpose of routine and ad-hoc maintenance. ASPIDER M2M shall to try keep such maintenance to a minimum and will use reasonable efforts to notify the Customer in advance of such maintenance.

3.   The obligation to pay Charges shall continue to exist throughout the period of suspension of the Services in accordance with the preceding paragraphs.

Use of Content

4.   The Customer shall oblige End-Users that they are not allowed to use the Services to perform illegal activities or use the Services in any manner that constitutes a criminal offence or an unlawful act vis-à-vis ASPIDER M2M or third parties, including but not limited to, a possible breach of any intellectual property rights held by ASPIDER M2M or third parties. Customer shall also oblige End-Users that they shall not send unsolicited messages to other users of a Network.

5.   The Customer shall defend, indemnify and hold ASPIDER M2M harmless from and against any claim made, or any suit or proceeding brought against ASPIDER M2M arising out of a third party claim as a result of the publication or use of the Services by the Customer and/or the End–Users.

6.   The Customer acknowledges and agrees that the use of the Services may be blocked or unavailable due to measures taken by the Hosting MNO in order to prevent (further) dissemination of information constituting a criminal offence or an unlawful act or for any other reason. ASPIDER M2M shall not be liable for any loss or damages whatsoever arising out of such measures taken by the Hosting MNO.

7.   The Customer shall observe the acceptable use policy from the Hosting MNO attached as an Annex to the Agreement, as if such policy was directly directed at the Customer. Customer will only use the network of the Hosting MNO with Customer Hardware.

10.   Charges and Invoicing

1.   The Charges are specified in MyM2M. ASPIDER M2M is entitled to amend the Charges upon one (1) month prior written notice.

2.   The Charges become immediately due and payable by the Customer upon the provision of a Service by ASPIDER M2M or upon the order of a SIM Card by the Customer.

3.   When the Charges become due and payable, ASPIDER M2M may set off the Charges against the Account Credit or SIM Credit.

4.   The Customer shall ensure that the Account Credit and/or the SIM Credit is at all times sufficient to cover the Charges. If the Account Credit and/or the SIM Credit is insufficient at any time, ASPIDER M2M shall have the right to suspend the Services in accordance with Section 9(1). This shall not affect the obligation of the Customer to ensure that the Account Credit and/or the SIM Credit is at all times sufficient to cover the Charges.

5.   ASPIDER M2M shall provide the Customer [through MyM2M/by email] with a digital monthly [invoice/report] showing all Charges set off against the Account Credit and/or the SIM Credit over the preceding Month. [ASPIDER M2M shall provide the

Customer with an invoice for each top-up of the Account Credit in accordance with Section 11]

6.   All taxes (other than taxes assessed on the net income of ASPIDER M2M) are the responsibility of Customer. There shall be no deduction in respect of any such taxes, or any offset against payment for any taxes and all payments shall be grossed up to take account of any withholding taxes.

6.   The Customer shall be responsible for all use made of a Connection, provided however that the Customer will not be responsible for the use of a Connection if: (i) the Customer had previously requested that the Connection be terminated as from the applicable termination date and such request was accepted by ASPIDER M2M, or (ii) as from the applicable moment detailed in the Agreement for the Territory or (iii) if the Customer requested the blocking of a specific SIM Card and such request was accepted by ASPIDER M2M. Otherwise, all Charges and other charges payable for the use of the Connection are for the account of the Customer.

7.   All invoiced amounts not disputed in writing within thirty days of the invoice date are deemed undisputed.

11.   Recharging Account Credit/SIM Credit

1.   In MyM2M the Customer can choose if it wants to recharge Account Credit automatically. The Customer can always recharge its Account Credit manually through MyM2M.

2.   If the Customer opts to have its Account Credit automatically recharged, the Customer will determine the recharge amount beforehand in MyM2M. When the Account Credit reaches an amount equal to or less than the Minimum Account Credit, the Account Credit will be automatically topped up with such pre-designated amount by payment with a designated Payment Method. If the Customer fails to pay the amount due, ASPIDER M2M shall withhold the recharge, send a written notification to the Customer and make a second attempt to complete the payment by means of the Payment Method. If the second attempt fails, ASPIDER M2M shall cancel the recharge and send a written notification to the Customer.

3.   The Customer can at any time top up its Account Credit through MyM2M. If the Customer has not chosen to automatically recharge its Account Credit, ASPIDER M2M shall send a written notification to the Customer once the Account Credit reaches an amount equal to or less than the Minimum Account Credit.

4.   In the event ASPIDER M2M incurs costs as a result of a failure to pay by the Customer, ASPIDER M2M is authorized to pass these costs on to the Customer.

5.   The Customer is not entitled to set off any payments due by it or suspend its payment obligations.

6.   The Customer is not entitled to claim repayment of any Account Credit.

7.   In MyM2M, the Customer may designate a certain amount of the Account Credit as SIM Credit. If a Customer designates a certain amount as SIM Credit, it will be deducted from the Account Credit and added as SIM Credit. If a SIM Card is deactivated, any remaining SIM Credit will be added to the Account Credit.

12.   Use of Intellectual Property

1.   The Parties agree that they are not entitled to use each other's Trademarks, except and insofar as this is explicitly permitted the Agreement.

2.   Subject to this Section 12, the Agreement does not have the purpose to transfer intellectual property rights or issuing user rights or other rights on intellectual property rights to the other Party.

3.   The intellectual property rights to MyM2M, the SIM Cards and the software contained in the SIM Cards (**Software**) shall remain the property of ASPIDER M2M or its suppliers.

4.   The Customer shall not be permitted to copy the Software other than for back-up purposes. In making back-up copies, the Customer shall leave intact all signs which indicate ownership and origin.

5.   The Customer shall not be permitted to make alterations or additions (or have them made) to the Software.

6.   The Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software (which term shall be deemed to include any user documentation); modify, translate, or create derivative works based on the Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software; use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized End-Users of the Customer; or remove any proprietary notices or labels with respect to the Software.

13.   Customer and Hosting MNO Brands

1.   Customer is not allowed to use any of the name and/or brands of the Hosting MNO in its communication with third parties, except for vocal communication in sales meetings.

2.   Should Customer not comply with this Section 13, ASPIDER M2M shall be entitled to suspend the delivery of the Services and Customer shall forfeit a penalty of one hundred percent of the invoice of the previous Month plus a penalty of ten thousand euros per day that such non-compliance continues, notwithstanding the right of ASIDER M2M and/or the Hosting MNO to claim damages.

14.   Liability

1.   ASPIDER M2M assumes no liability towards the Customer within the context of the execution of the Agreement, except as stipulated in this Section 14.

2.   ASPIDER M2M shall only be liable towards the Customer for damages resulting directly from attributable shortcomings or tort to property of the Customer as a result of the implementation of the

Services caused by the gross negligence of willful misconduct of ASPIDER M2M, in which event the liability is limited to the amounts actually received by ASPIDER M2M from the Customer in the previous six Months.

3. ASPIDER M2M is never liable towards the Customer for any form of indirect or consequential damages, including but not limited to loss of data, loss of business, turnover or profits, loss of interest as well as resulting claims of third parties.

4. Damages should be reported in writing as soon as possible, but ultimately within fifteen Working Days after it could reasonably have been discovered. ASPIDER M2M shall not be liable for any damages in the event this time limit is not observed.

15. Confidentiality

1. The Parties shall observe secrecy with regard to all Confidential Information that they obtain from the other Party in connection with the execution of the Agreement, and will take reasonable measures to protect the confidentiality of such information as if it were their own Confidential Information, and shall not disclose this information to third parties without the prior written consent of the other Party.

2. The obligation to maintain secrecy referred to in the paragraph above, does not apply in respect of:

- information that is generally known or publicly accessible;
- information that was already in the possession of the recipient before it received the Confidential Information;
- information that has been developed independently by the recipient or has been obtained from a third party that was legally entitled to provide this information;
- information that is required to be made public on the grounds of any statutory, legal or similar obligation, including information that is required to be made public within the context of obtaining or retaining a listing on a stock exchange.

3. The Parties are entitled to make Confidential Information available to their employees or professional advisor and in the case of ASPIDER M2M to its sub-contractors, insofar as such is necessary in relation to (the implementation of) the Agreement, provided they ensure that these persons observe a similar level of secrecy as required under the terms of this Section 15.

4. The provisions laid down in the previous paragraphs remain applicable until two years after the termination of the Agreement.

5. The Parties will only make statements about their collaboration public (including the publication of press releases) upon mutual consent. The Customer herewith gives permission to be listed as a customer of ASPIDER M2M. If one of the Parties wishes to make any publication or press release which involves reference to the collaboration between the Parties other than the mentioning as a customer or as a

supplier, it is required to obtain the consent of the other Party.

16. Term, Termination and Dissolution

1. The Agreement shall come into effect on the Effective Date and continue in force for an indefinite period.

2. ASPIDER M2M may terminate the Agreement (i) when the Customer has not topped up the Account Credit for a preceding period of six calendar months and none of the SIM Cards linked the Customer's Account have had any usage for a preceding period of three calendar months or (ii) when none of the SIM Cards linked to the Customer's Account have had any usage for a preceding period of one year. ASPIDER M2M shall warn the Customer of the pending termination within a reasonable time period before either of the aforementioned periods expires.

3. Each Party has the right to dissolve the Agreement immediately and without judicial intervention, in the event that the other Party is being declared bankrupt, is dissolved or in the event the other Party materially breaches the Agreement and such breach is not remedied within thirty days after written notification.

4. ASPIDER M2M shall at all times have the right to terminate the Agreement upon thirty calendar days written notice if the Hosting MNO is – for whatever reason – no longer able or willing to render services to ASPIDER M2M, provided that if the Hosting MNO uses a notice period of less than thirty days, such shorter period also applies in the relationship between ASPIDER M2M and the Customer.

5. The termination or dissolution of the Agreement under this Section by ASPIDER M2M shall be carried out by means of a written statement to that effect either by mail or by e-mail.

6. In the event of termination of the Agreement, the provisions in these Terms and Conditions shall cease to apply, with the exception of the provisions of these Terms and Conditions which, from their nature, do not lapse, including in any case the provisions relating to notification, confidentiality, liability and applicable law.

7. Upon termination or dissolution of the Agreement, ASPIDER M2M shall be under no obligation to pay any remaining Account Credit to the Customer.

17. Applicable law and disputes

1. Parties shall render and use the Services in compliance with the Applicable Law.

2. The Agreement and all Orders shall be governed by the laws of the Netherlands.

3. Any dispute arising out or in connection with this Agreement or an Order shall be submitted to the competent court in Amsterdam, The Netherlands, which shall have exclusive jurisdiction.