

1. DEFINITIONS

For the purposes of these General Terms & Conditions, terms, whether used in singular or plural form, in which the first letter is capitalized, shall have the following meaning:

- 1.1. Subscription:** the subscription for the Axxès Services subscribed by the Customer in the context of the Contract.
- 1.2. AATP (Third Payer Business Provider):** Axxès partner, who payers in the name of and on behalf of its Customer.
- 1.3. Axxès:** Axxès, a French simplified joint-stock company registered with the Lyon Trade and Companies Registry (France) under number 482 930 385, having its registered office at 15 Rue des Cuirassiers, CS 53823, 69487 Lyon Cedex 3, France.
- 1.4. Personal Data Protection Agreement:** The terms and conditions regarding Personal Data Processing defined between the parties between Axxès and the customer.
- 1.5. Order:** document entitled "Order Form or Subscription Form" summarising the number of Toll OBUs and Axxès Services requested by the Customer, which must be dated and signed by the Customer. The "order Form" is accompanied by an "Information and Supplements" file that must be completed in order for Axxès to deliver the Services in accordance with the Order Form.
- 1.6. Customer:** the natural person or legal entity who has signed the Contract, either personally or through a third-party representative and who uses the Axxès Services only in the context of its commercial activities.
- 1.7. Toll Charger Specific Commercial Terms & Conditions or TC.SCTC:** the pricing conditions and in particular the discounts and/or rebates applied to the Toll Fees by each Toll Charger or the competent national authorities, including, where applicable, the subscription fees which grant a right thereto.
- 1.8. General Terms and Conditions or GTC:** these General Terms and Conditions of Service.
- 1.9. Consumption:** Toll transaction priced prior to the application of discounts.
- 1.10. AATP contract:** Contract concluded between Axxès and the AATP
- 1.11. Service Contract or Contract:** the contract consisting of the duly completed and signed Order Forms or Subscription Forms, the Price lists, the present General Terms and Conditions of Services and the Personal Data Protection Agreement.
- 1.12. Consorzio:** an Italian entity registered with the ALBO and authorised by the ALBO to register its members in the Italian discount schemes.
- 1.13. Subscription File:** file composed of the subscription application form and supporting documents, and the SEPA mandate.
- 1.14. Sector Declaration:** the document prepared by a toll charger defining the essential toll information, including the geographical sector, the relevant infrastructure, and the vehicles for which the charge is payable.
- 1.15. Subscription Request:** the document entitled "Subscription Request" specifying in particular the identity of the Customer and his/ her/its contact details.
- 1.16. Security Deposit:** the security deposit to be provided by the Customer and updated at the request of Axxès.
- 1.17. Equipment/Toll OBU:** means the equipment (DSRC and/or GNSS) on board the Customer's vehicle, whether fixed or mobile, in order to enable them to benefit from the services provided by Axxès.
- 1.18. Force Majeure:** circumstances beyond the control of the parties, including but not limited to any strike or industrial dispute, war or other act of violence, natural disaster, water damage, default by a subcontractor attributable to force majeure, the blocking of one

or more Networks or the unavailability of the telecommunications networks or information systems required to provide the Axxès Services.

- 1.19. Bank Guarantee:** a bank guarantee which may be accepted by Axxès as an alternative to the Security Deposit.
- 1.20. Customer Area:** a secured interface made available to the Customer to access their information and the various Axxès Services, on the www.axxes.fr or www.lucy-axxes.com websites, depending on the area selected by the Customer.
- 1.21. Cancellation:** an operation consisting of the invalidation of a Toll OBU and prohibiting its acceptance for the purposes of Toll payments, on a temporary or permanent basis.
- 1.22. Parties:** Axxès and the Customer.
- 1.23. Toll:** any form of fee, tax, or duty in connection with the use of a Network.
- 1.24. Toll Charger:** a legal person exercising the right to collect the Toll in a Network.
- 1.25. Taxpayer:** the natural person or legal entity, generally the owner or long-term renter of a Vehicle, recognised by the law or regulations as liable for the Toll where the latter constitutes a tax.
- 1.26. Network:** road or motorway network or infrastructure subject to payment of the Toll by Electronic Toll Collection.
- 1.27. Acceptance Network:** all the networks on which the Toll OBU is accepted by Toll Chargers.
- 1.28. Service or Axxès Service:** all the services offered by Axxès under the Contract, including those provided by Third Party Partners, Microwave and Satellite Toll Collection Systems.
- 1.29. Electronic Toll Collection System:** the electronic system set up to collect Toll payments.
- 1.30. Microwave based Toll System:** the microwave Electronic Toll System using a Toll OBU based on microwave technology (DSRC). Generally, Concession Tolls use the Microwave-based Toll System.
- 1.31. Satellite Electronic Toll System:** the satellite Electronic Toll System using a Toll OBU based on mixed microwave and satellite technology.
- 1.32. Third party partner:** supplementary service provider.
- 1.33. Tunnel:** tunnel service offered by Axxès.
- 1.34. Transaction:** recording by a Toll OBU of a Vehicle's passing, making the Toll payable due to a trigger such as passing through a toll plaza or a pricing point.
- 1.35. Tax:** any charge imposed by a Toll Charger or on its behalf due to the completion of a transaction.
- 1.36. Vehicle:** HGV (any motor vehicle with a GVWR greater than 3.5 tons or passenger transport vehicle for more than 9 p (driver + 8)) or LV (any vehicle with an engine other than a Heavy Goods Vehicle).

2. PURPOSE

- 2.1.** Axxès will provide the Axxès Services to the Customer in accordance with the Contract. Any Customer using the Axxès Services will be deemed to understand these General Terms & Conditions and to have expressly accepted them without reserves.
- 2.2.** The Axxès Services consist of supplying a Toll OBU to the Customer and the various services and options selected by the Customer in the Order form. The Customer may amend or supplement these elements depending on the possibilities offered by Axxès. These changes will take effect on the first day of the following month unless specified otherwise by Axxès.
- 2.3.** Except for the invoicing and collection of the Tolls, which are the responsibility of Axxès, travel on the Acceptance Network and the calculation of Tolls are exclusively covered by the

relationship between the Customer and the Toll Charger concerned and are the sole responsibility of the Toll Chargers. The Toll OBU is used to collect the Customer Transactions charged by each Toll Charger and to invoice the Customer for them. This invoicing is carried out by Axxès in compliance with the principles determined by the Toll Charger, i.e. either in the name and on behalf of the Toll Charger or solely on its own behalf. The Toll rates, TC.SCTC and Italian rebates are freely defined by each Toll Charger or appropriate national authorities in compliance with the regulations in force. The Customer must comply with each of the obligations imposed under the mandatory rules set by the Toll Chargers, particularly in their Sector Declaration. The terms of this Clause 2.3 constitute a fundamental and decisive aspect of the Axxès' commitment in the context of the Contract.

3. PRE-CONDITIONS

3.1. The Axxès Services will only be provided to natural persons or legal entities acting in a commercial context. Axxès may not be held liable in connection with any consumption which takes place outside of such a context.

3.2. The Subscription Request must be complete. In particular, the Subscription Application Form must be duly completed, dated, signed, stamped with the company stamp and returned to Axxès accompanied by the following:

- "K bis" extract less than three months old, or an equivalent document for non-French companies, for both the Customer and the Taxpayers being declared;
- the Customer's capacity (owner, driver, user, renter, sub-lessee);
- name and business postal address (including any special characters to ensure successful delivery) and business email address of the taxpayer, if different from the Customer's;
- the invoicing contact's business email address;
- the legal representative's business email address;
- his/her business address;
- the Customer's SIRET identification number or EORI number or intracommunity VAT number for companies based in the EU;
- SEPA direct debit authorisation;
- bank details/IBAN;
- the company's latest balance sheet;
- the Bank Guarantee drawn up in accordance with the model provided by Axxès and presented by a leading financial institution or, failing that, the Security Deposit;

For each freight HGV

- the car registration document;
- the tractor's plate number and country of registration,
- the vehicle's registration certificate (or equivalent document);
- the GVWR of the tractor;
- the AGVW;
- the Vehicle Identification Number (VIN)
- the Number of Axles on the tractor and trailer;
- the Euro pollution class or environmental classification;
- the rental contract chain, if applicable;
- the Certificate of Conformity (CoC) for Hungarian and Polish network
- the CIF (Customer Information File)
- any other information required in the Subscription Request, the Order Form or by the Sector Declaration.

The Customer confirms that it is providing valid supporting documents in order to proceed with the registration of its vehicles.

It thus guarantees the accuracy and veracity of the said documents in terms of the applicable regulations. The Customer is thus personally liable to the Toll Chargers for the accuracy and completeness of the information provided to Axxès, including information for the personalisation of Toll OBUs, and for the presence of the appropriate Toll OBU in the right Vehicle. In the event of an error, the Customer will be liable for the penalties or sanctions specified by the Toll Charger concerned.

In this respect, the Customer shall provide the documents requested by the Axxès teams within a maximum of 2 working days following the said request.

3.3. The guarantee amount requested will be either a Security Deposit charged directly to the Customer's bank account, not subject to interest, or a Bank Guarantee provided by the Customer. The amount of the Security Deposit or Bank Guarantee is set by Axxès. Its reference value is two (2) months of estimated consumption. This value may be revised at any time during the performance of the Contract and at Axxès' sole discretion. If the Customer refuses, Axxès shall be entitled to terminate the Service Contract as of right, with immediate effect, without notice or compensation and without the need for any other formality than sending a registered letter with acknowledgement of receipt. The amount of the Security Deposit or Bank Guarantee is calculated for each Toll OBU. It nevertheless aims to guarantee payment of the amounts due from the Customer in respect of its use of the Axxès Services, whatever the Toll OBUs used or their number. The termination of the Contract, regardless of the reason, results in the application of Article L110-4 of the French Commercial Code or any special provisions replacing it.

3.4. Only Subscription Requests duly completed, dated, signed and bearing the company's stamp will be processed by Axxès. Axxès will send an email with all the information provided by the Customer to finalize the subscription. This subscription will only become effective after the confirmation by email of the Customer of the accuracy of the said information. Axxès cannot be held responsible for any error.

3.5. Axxès reserves the right not to accept the Subscription Request, if:

- the Customer is known to be bankrupt or insolvent.
- a previous Contract entered into by the Customer in connection with the Axxès Services or with one or more Toll Chargers was terminated for fraud or a failure to pay;
- the Customer fails to pay an invoice issued by Axxès within the contractually stipulated payment periods.

3.6. The Customer must, if necessary, complete and update the information it provides to Axxès, including reporting any legal change such as the name and address of the taxpayer, change of business, change of company name, transfer of its headquarters or a modification to its fleet of vehicles, and comply with its obligations to the Toll Chargers and with the instructions communicated to it by Axxès for this purpose. The Customer must inform Axxès of any change of its bank details or the means of payment selected by it which is likely to affect or delay its payments, and must take all appropriate steps to ensure that no payment is delayed and no bank refuses to process a payment as the result of such changes. In the event of non-compliance with the provisions of this Clause, Axxès will be entitled to notify, by registered letter with acknowledgement of receipt, the automatic and unilateral termination of the Contract with immediate effect, without being required to comply with any notice period or pay any compensation. Axxès must be notified of

any change which affects the legal personality of the Customer, such as, in particular, the sale or transfer of its business or a merger or demerger. In such case, Axxès reserves the right to terminate the Contract with immediate effect and without notice or compensation, without it being necessary to comply with any formality whatsoever, subject to any applicable laws and regulations.

3.7. The Customer is solely responsible for providing the information and documents required for activating the Toll OBUs, and for any subsequent modifications affecting them. Axxès may request that the Customer produces any necessary documents requested by the Toll Chargers. In this case, the Subscription Request or any other request by the Customer concerned will not be processed by Axxès until the requested documents are received.

3.8. The Customer will be obliged to comply with and assume all the obligations incumbent upon the Taxpayers declared in the context of the information it provides to Axxès.

3.9. When subscribing to the Axxès Services, the Customer must provide a valid email address. The Customer acknowledges that any message or notification sent by Axxès to this email address is deemed to be validly issued and have the same value as a registered letter with acknowledgement of receipt. The Customer acknowledges that any formal notice sent to this email address is a valid means of triggering deadlines, interest and other consequences that the law, particularly Article 1231-6 of the French Civil Code, and the courts, associate with formal notice. The Customer therefore undertakes to inform Axxès without delay of any change to its email address.

3.10. The Customer acknowledges and accepts that these GTC may be signed electronically via a trusted service provider and accepts the binding nature of documents signed in electronic form in the same way as a handwritten signature on paper.

4. DURATION/TERMINATION

In case of acceptance of the Subscription Request, the Contract will become effective on the date of confirmation of the Subscription by Axxès. The Contract will remain in force for as long as the Customer is in possession of at least one Toll OBU. The Contract may be terminated at any time by either Party at their simple discretion, subject to no formality other than compliance with a notice period of two (2) months and the notification of such termination by registered letter with acknowledgement of receipt.

In the event of fraudulent use of a Toll OBU entrusted to the Customer, whatever the fraudulent use or its cause may be, Axxès reserves the right to terminate the Contract as of right, by registered letter with acknowledgement of receipt, without warning or prior notice.

5. OWNERSHIP OF THE TOLL OBU

The OBU remains the property of Axxès. The rental and sale of the Telebadge by the Customer is prohibited under penalty of immediate termination of the Contract and criminal prosecution.. The Customer has custody of the Toll OBU and uses it under its sole responsibility. At any time during the performance of the Contract, and in particular, in the event of a blocking list, fraud or counterfeiting of the Toll OBU, Axxès may take the initiative to proceed or to have proceeded by a Toll Charger or by any third party of its choice with the withdrawal and, if necessary, the replacement of one or more Toll OBU; the Toll OBU must be returned in the same condition as when it was delivered, failing which Axxès cannot be held responsible for any transactions recorded after its return or blocking. Axxès may also withdraw and, where applicable, replace

the Toll OBU for any technical reasons, especially in the following cases:

- technological upgrade;
- malfunction;
- life end of battery;
- change of Vehicle or of change in the characteristics of the Vehicle with which the Toll OBU is associated. The Customer must return the relevant Toll OBU(s) in all such cases, upon first request.

6. USE OF THE TOLL OBU

6.1. Operation of the Toll OBU

The correct operation of the Toll OBU is subject to compliance with the terms of the User Guide. The Customer is reminded that the Toll OBU must be correctly connected and continuously powered in compliance with the conditions of the User Guide. The Toll OBU will function until it is cancelled or replaced by Axxès. Only the effective use of the Toll OBU when valid will permit its holder to claim subscriber status for the Axxès Services and benefit from the rights associated therewith. In the absence of a valid Toll OBU, or in the event of a malfunction, the Customer must follow the procedure stipulated by Axxès for the relevant Network. If the defect is attributable to the Customer, all replacement costs will be invoiced to the Customer by Axxès, in accordance with the applicable price list. The replacement of the Toll OBU by Axxès will be free of charge throughout the entire period of its lease in the event of a defect attributable to the Toll OBU or in the event of malfunction of the battery.

The use of the Toll OBU on the networks entails compliance with the obligations applicable, even if they arise from third parties, including Toll Chargers. As a guide, Axxès places useful information on its website, www.axxes.eu. It is up to the Customer to ensure this information is correct, up to date and complete. Axxès also undertakes to fulfil all its obligations, in particular with regard to information and advice to the Customer, so that the latter does not update or modify the settings when the Toll OBU is circulating on the Acceptance Network.

6.2. Additional Toll OBUs

Any request for an additional Toll OBU must be submitted by the Customer by completing and signing the form provided by Axxès for this purpose. The issuance of the Toll OBUs is subject to the following:

- Receipt by Axxès of valid supporting documents, in particular the registration certificates of Vehicles;
- payment by the Customer of an additional guarantee (Security Deposit or Bank Guarantee), the amount of which will be determined by Axxès in accordance with the provisions of Clause 3.3. above.

6.3. Allocation of Toll OBUs

The Customer is reminded that an Toll OBU is allocated to each individual HGV and that this condition is imposed by the regulations in force, by the Toll Chargers or by the competent national authorities, in certain countries under pain of a fine or immobilisation of the Vehicle. Any fraudulent use, such as (but not limited to) the regular use of the Toll OBU in a vehicle other than the one declared, or the declaration of a Euro emission class that does not correspond to the Vehicle's licence plate, will automatically result in the loss of the operating guarantee for the Toll OBU and the associated Services, as well as the payment by the Customer of compensation to the Toll Chargers, equal to 6 months of discounts

granted under the TC.SCTC. In such a case, Axxès will inform the Customer of the details of the calculation of this compensation, which will be applied by means of an adjustment to the following valuation. Axxès grants the Customer the option to re-allocate a Satellite Toll OBU to another Vehicle in its fleet, provided it has been declared in advance to the Toll Chargers in accordance with the procedure stipulated by Axxès. Axxès reserves the right to invoice a maintenance fee for any Toll OBU that has not generated a minimum amount of Toll transactions during the previous month. This minimum amount may vary depending on the Network. The amount of the maintenance fee is shown in the tariff conditions in the "Prices" section.

6.4. Ban on using more than one Toll OBU

The Customer is reminded that a Vehicle may only be associated to one Toll OBU per network. It is forbidden to use several Toll OBU activated for the same Network, or to use the same Toll OBU by several vehicles during a journey through a toll gate. This condition is required by the Toll Chargers or the competent national authorities in order to avoid paying double the amount of tax, tolls or any other non-conformity. In the event of a claim, the Customer will be solely liable, and their request may not be admissible by the Toll Chargers or competent national authorities. Fraudulent use will result in the withdrawal of any discounts for the said passages and the measures provided for by the Toll Charger or the competent national authorities in the event of fraud being detected (in particular the definitive withdrawal of the application of TC.SCTC for the HGV).

6.5. Cancelling the Toll OBU

The Customer must cancel the Toll OBU upon becoming aware of its theft or loss. Cancelled Toll OBUs must be notified to Axxès, in accordance with the procedure stipulated for such purpose:

- in writing: by letter, fax or email;
- by telephone (subject to written confirmation within a period of two business days);
- via the Axxès website.

Axxès will acknowledge receipt of this cancellation in writing (by letter, fax or e-mail) stipulating the number of Toll OBUs cancelled, as well as the date when Axxès processed the request. In the case of immediate cancellation, it may take up to 24 hours in France or five days abroad from the time when the request is processed by Axxès for the Toll OBU to be technically cancelled. The invalidation of the Toll OBU will be effective, as far as the Customer is concerned, upon receipt of such written acknowledgement of receipt.

From that date, the Customer will no longer be required to pay the amount of any transactions that may be recorded. The costs of the Cancellation and, where applicable, the fees payable in respect of any OBU which is not returned, will then be invoiced to the Customer by Axxès. Axxès may not be held liable for the consequences of any cancellation made by a person using the identity of the Customer or the name of the Customer and who is not authorised to represent the Customer. At the request of the Customer, a new Toll OBU may be delivered at the stipulated address. Its activation will be invoiced by Axxès in accordance with the applicable price list. If the Customer recovers a Toll OBU reported stolen or lost, this Toll OBU must be sent to Axxès by registered letter with acknowledgement of receipt. In this case, the Customer will be invoiced for transactions carried out using the Toll OBU since the Cancellation request.

7. RETURN OF THE TOLL OBU

7.1. Return in the event of termination

Cancellation of a DSRC Toll OBU must be requested in advance, either:

- In the Axxès customer area
- Via the exchange protocol in the context of a technical partnership
- Or by writing to the customer administration centre

Where relevant, the confirmation that the request to permanently cancel the DSRC Toll OBU has been processed should be conserved. If a Toll OBU is returned to Axxès without first having been cancelled using the above procedure, Axxès cannot be held liable for any transactions recorded before it is received. No such claims will be accepted.

The Customer must return the Toll OBUs without delay, exclusively by registered letter with acknowledgement of receipt, to Log'Ins – Axxès, Avenue Maréchal Juin, lieu-dit Bramafan, 69720 Saint-Laurent-de-Mure FRANCE, using the protective packaging provided by Axxès, upon any termination of the Contract, whether or not the Customer is the Party to whom the termination is attributable. The Toll OBUs must be returned within two (2) months from the date of acknowledgement of receipt by Axxès of the termination request. If the OBU(s) are not returned within these two (2) months, Axxès will invoice a charge for unreturned OBU pursuant to article "Prices". If the OBU(s) are returned within two (2) months from the expiry of the Fleet Optim mentioned two (2) month period, the charge for unreturned OBU will be reimbursed at the Customer's express request. Amounts payable in respect of tolls and taxes for trips validated using misused Toll OBUs will be claimed independently of any criminal proceedings and any action for damages which Axxès reserves the right to bring. The cost of returning the OBUs will only be borne by Axxès in the case of a replacement due to an identified malfunction attributable to Axxès. Axxès's coverage of this cost is subject to the Customer's express request. The Customer is responsible for ensuring that the returned items (OBUs and accessories) are the property of Axxès. Any other item returned by mistake will be destroyed. Should Axxès need to have recourse to any legal proceedings to recover the Toll OBU(s), the costs incurred pursuant to such legal proceedings will be payable by the Customer. Axxès will also be entitled to invoice the Customer a charge, according to the amount stipulated in article "Prices", for any Toll OBU not returned within thirty (30) days from the effective date of the termination.

7.2. Partial or total return

The Customer may return one or more Toll OBUs at any time in their protective packaging, by registered letter, to Log'Ins – Axxès, Avenue Maréchal Juin, lieu-dit Bramafan, 69720 Saint-Laurent-de-Mure FRANCE. In this case, Axxès will stop issuing invoices for the services associated with the use of the Toll OBU(s) at the end of the month during which Axxès acknowledges receipt of the returned Toll OBU(s). The Customer must present the confirmation of receipt of their shipment in the event of a claim. Failing this, all requests, regardless of the reason, will be refused.

The Customer must refer to the TC.SCTC or to Italian Consorzio to which it subscribed in order to ascertain the consequences of the return of the Toll OBUs, and in particular the applicable conditions governing the refund of any subscription fees paid or the invoicing

of charges. In any event, the price payable in connection with the rental or provision of the Toll OBU, and in particular the price paid in connection with its personalisation, packaging and shipping, cannot be reclaimed by the Customer from Axxès in the event of the return of the Toll OBUs. If Axxès is obliged to carry out repairs and/or reconditioning because the Toll OBU has been damaged (e.g. partial or total alteration, markings, etc.), the costs of these operations will be payable by the Customer according to the applicable price list, pursuant to article "Prices".

8. INVOICING

8.1. The invoicing of Subscriptions and payments due from the Customer for the Axxès Services (including payments in respect of Tolls) will start from the date one which Axxès sends the Toll OBUs to the Customer. Rates are revised at any time in accordance with article 13.2 of these GTC.

8.2. Axxès Services give rise to two types of invoices:

- an invoice for Tolls per country
- an invoice for the services proposed by Axxès

8.3. Whenever a Subscription Request is cancelled by the Customer, Axxès will have the right to withhold definitively, by way of compensation, all sums paid by the Customer, except for the Security Deposit, from which such sums may nonetheless be deducted.

8.4. Proof of the Customer's Consumption will be constituted by the electronic records generated through the Toll OBUs. Axxès will produce the Consumption statement of the Customer on based on the data provided by each Toll Charger for the networks in which the Customer has travelled. This statement is made available to the Customer by download from the Axxès website subject to the conditions of use of the Axxès website. The Customer may ask to receive a print copy of this statement by mail. This mailing will be invoiced according to the price indicated in article "Prices". The Consumption statement will specify as at least, for each Toll OBU and each Transaction, the dates, locations, amounts, volume and description of the services provided. This statement has no value for tax purposes. Axxès invoices Consumption per country indicating the country where the service was provided under European Union, and under the conditions defined in this clause. The invoice does not represent a final settlement of the Customer's account. Any omission will be billed subsequently. The Customer remains liable for all payments corresponding to all its Consumption, notwithstanding any suspension or termination of the Contract.

8.5. For the calculation of amounts due to Axxès under the Contract, the indications provided by the Axxès information systems will prevail over any other means of calculation, except in cases where the Customer provides proof of the malfunction of such systems. Any amicable claim concerning the items of a disputed invoice must be filed exclusively with Axxès. A claim does not release the Customer from paying the disputed invoice. In the event of a claim, Axxès will investigate. Any corrections and refunds resulting from the investigation will be processed at a later date.

8.6. In the event of termination of the Contract, the last invoice will be sent automatically to the Customer in dematerialised form to the e-mail address of the invoicing correspondent, and, failing that, to the e-mail address of the legal representative.

8.7. Invoicing terms and conditions:

Based on the Consumption statement, Axxès will invoice the sums payable by the Customer for the relevant period pursuant to the transactions recorded and the services provided in the networks of

the Toll Chargers. Invoices will be issued on a bi-monthly basis. Depending on the Networks in which the Customer has travelled, the invoices issued may take the following forms:

- a first invoice representing an advance payment in respect of consumption for the month;
- an additional invoice for the balance.

An email will be sent to the notified email address informing the Customer of the issuance of the invoice and the date and amount of the sums to be debited. By default, Axxès Services are invoiced electronically. The original invoice, with tax value, is available in the Customer's online account. A copy, with no tax value, is also available.

If the Customer does not wish to receive invoices electronically, the Customer is responsible for subscribing to receive invoices in paper form according to the pricing terms set out in article "Prices". In this case, the original invoice will be mailed to the Customer. A duplicate or paper copy may be sent by mail to the Customer at its request, at the listed price as indicated in article "Prices".

Each Customer using the Electronic Toll System Services is responsible for complying with all VAT rules resulting from Axxès invoices in the context of its business.

9. PAYMENT TERMS AND CONDITIONS

9.1. The sums due pursuant to this Contract by the Customer will give rise to invoices, which will be paid by direct debit within five (5) to seven (7) business days from the date of the invoice, in accordance with the amounts and conditions stipulated in the invoice. These payment terms may change, depending on the countries travelled in, subject to the prior consent of the Customer. Fines and other financial penalties due to offences committed by the Customer on the network must be paid directly by the Customer, not through Axxès.

9.2. Compliance with the due dates of all amounts payable to Axxès is an essential obligation of the Customer under the Contract. In accordance with Articles L441-10 and D. 441-5 of the French Commercial Code, any delay in invoice payment automatically renders the debtor liable to pay a fixed sum of €40 for recovery fees. Without prejudice to its other rights, Axxès reserves the right to require the payment of daily interest in the event of total or partial non-payment of an invoice by its due date. In accordance with Article L441-10 of the French Commercial Code, such interest will be calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing transaction, plus 10 percentage points. Such interest will continue to accrue on any outstanding amounts, notwithstanding the termination or expiry of the Contract for any reason whatsoever. In the event of the non-payment of all or part of an invoice on its payment date, and after a reminder has been sent by post or email to no effect, Axxès may immediately suspend the provision of its Services. Should the situation of non-payment persist after five (5) business days, Axxès may terminate the Contract with no need for any other formality. The non-payment of all or part of any invoice within the contractual deadlines will result in all invoices already issued becoming due and payable until all invoiced sums have been paid. All such invoices will therefore be payable from the date of their issue until the date of their payment in full.

9.3. The Customer may use the services of a third-party payment scheme whereby Axxès invoices under the Contract are settled by a Third-party payer. In this case, the Customer will inform Axxès about the scheme and provide Axxès with the Payer's bank details and direct debit authorization, where applicable. In all cases, the

Customer will remain liable for the payment of the amounts due to Axxès. The Customer will be released from its payment obligation only after full settlement of the amount due by the designated Third-party payer.

In case of default by the Third-party payer, i.e. non-payment of invoice(s) by the due date, the Customer hereby agrees to waive its benefit of discussion and settle immediately the unpaid invoices itself and at Axxès' first request. In the case of non-payment by the Customer further to a default by a Third-party payer, Axxès will have the right to automatically apply all the provisions of Clause 9 without formal notice. The Third-party payer representing the Customer will be bound by the provisions of this Clause in the same manner as the Customer.

10. INDEXATION CLAUSE

The pricing conditions of Axxès may be revised according to the variations of the "ICHTrev-TS for the "Financial and Insurance activities" sector published by INSEE. The reference index is that published for March 2022 (131.30). The prices may be automatically adjusted each year on January 1, both upwards and downwards the same proportion as the change in the index recorded in the index. The revision will take place automatically without any formality or prior request.

In the event of the disappearance of the index, and in the absence of agreement on a new index, express authority is granted to the President of the Commercial Court of Lyon to define an index that will be included in the revision formula.

11. COMPENSATION AGREEMENT

The Customer accepts that all sums due to the Customer, especially in respect of Discounts or recovery of VAT by Axxès or the companies it directly or indirectly controls (T2S, TES, Consorzio T2S, Axxès Sp.zoo and Axxès GmbH), may serve as a guarantee and/or be set off against the sums owed by the Customer to Axxès or the companies T2S, TES, Consorzio T2S for the Services.

12. LIABILITY

The obligations of Axxès under the Service Contract are best- efforts obligations. Axxès agrees to exercise the utmost care and to apply all the necessary diligence with respect to all provisions of the Axxès Service.

12.1. Limited liability

Should Axxès fail to perform all or part of its obligations under the Contract, the Customer shall be entitled, subject to proving Axxès' fault, to claim compensation for the direct damage it has suffered and for which it. Regardless of the type, basis and form of action taken against Axxès, any compensation for direct damage due to the Customer, except in the case of gross negligence by Axxès, may not exceed an amount equal to the sums actually collected by Axxès for the Services provided to the Customer for the period of two (2) months preceding the events that rendered Axxès liable. Axxès may not be held liable for the consequences of any errors in the calculation or determination of the Tolls, which are the exclusive responsibility of the Toll Chargers.

Any claim relating to sums that Axxès may owe, whatever the cause and nature thereof, shall be subject to a limited period of one (1) year from the date of the event giving rise to the claim. Beyond this period and by express exemption of the provisions of Article L110-4 of the French Commercial Code, the sums in question may no longer

be the subject of any claim or compensation whatsoever by the Customer against our company.

12.2. Exclusion of indirect damage

Axxès may under no circumstances be liable for:

- damage due to the total or partial non-performance of the Customer's own obligations;
- indirect damage, even if Axxès was aware of the possibility of the occurrence of such damage. The Parties expressly agree that the following constitutes indirect damage and does not generate a right to compensation: any financial or commercial damage, including, without limitation, any loss of data or Customers, loss of earnings, additional costs associated with a change-over to another motorway network or to another issuer in the case of unavailability of the Axxès Service, loss of revenue, loss of cost savings, loss of business, loss of profit, any commercial disruption whatsoever, or any loss as a result of a breach or fault by a Motorway Operator involved in the performance of the Contract, as well as any action directed against the Customer (except for infringement) by a third party.

12.3. Force majeure

On no account may Axxès be held liable for the adverse or prejudicial consequences of any Force Majeure event.

13. CONTRACTUAL DOCUMENTS

13.1. The Contract contains the entire agreement in relation to the obligations of the Parties as far as its purpose is concerned. It cancels and replaces any previous document and agreement between the Parties.

13.2. Axxès reserves the right to make any amendments to these General Terms & Conditions and to other contractual documents. These amendments will be available on the Customer Area one month before they come into force. Amendments relating to new services or interoperability offered by Axxès will take effect as soon as the General Terms and Conditions of Service adding them are published. Should the Customer not consent to such amendments, he/she/it must terminate the Contract by registered letter with acknowledgement of receipt before the end of the Fleet Optim mentioned one (1) months' notice period. The absence of any protest by the Customer before the end of the notice period will be deemed to constitute unconditional acceptance of the amendments by the Customer.

13.3. Notwithstanding the provisions of the preceding clauses, any amendment of the Toll Charger Special Commercial Terms & Conditions will be immediately reflected in the Contract without the need for any notice to be given. The Customer is informed that Axxès will digitize and electronically archive any correspondence and keep an electronic trace of it in accordance with the conditions stipulated by the AFNOR Z42-013 standard. Should any one of the provisions of the Contract be found to be invalid or inapplicable, the other provisions will remain unchanged and will continue to apply as if the Contract no longer contained the invalid or inapplicable provisions.

13.4. Axxès reserves the right to provide special conditions for the Axxès General Terms and Conditions of Service, which shall be expressly agreed by the Parties. In case of a discrepancy between the Axxès GTC and the special conditions, the latter shall prevail over the former.

14. DATA PROTECTION

The Customer is hereby informed that the performance of the Contract requires the processing of personal data by Axxès, in accordance with current regulations on the protection of personal data and the Axxès Personal Data Agreement.

For more information on the management of personal data and the rights of data subjects, please consult the Axxès [Personal Data Protection Policy](#). For the purposes of this article, all terms relating to the protection of personal data have the meaning defined by European Union Regulation 2016/679/EU.

For the application of this clause, all terms relating to personal data protection have the meanings defined by European Union Regulation 2016/679/EU.

14.1. 14.1 For the purpose of the proper execution of the Service, the Customer agrees that his personal data may be transmitted to the competent national authorities for the running of the various European Networks as well as to Third Party Partners whose participation is required for the execution of the Service. Axxès is not the data controller for the processing of personal data that will be done by the latter.

15. GOVERNING LAW – DISPUTES

In the absence of an amicable settlement, any dispute that may arise between the Parties will be brought exclusively before the competent court in the jurisdiction of the Court of Appeal of Lyon (Cour d'Appel de Lyon). This clause applies in the event of an action in warranty or multiple defendants. The language of the Contract is French. The Contract will be governed by French Laws alone. If there are any contradictions between the French version and another version of a document, the French version will take precedence.

16. NON-WAIVER

The fact that one of the parties does not invoke a breach by the other party of any of its obligations may not be interpreted as a waiver for the future of the right to rely on the obligation in question.

17. PROCESSING OF CLAIMS

17.1. Applications of the TC.SCTC

Any claim in connection with the Services must be submitted to Axxès.

a) If the claim falls within the scope of the responsibility of Axxès, Axxès will examine such claim and respond to it within one (1) month.

b) If the claim falls outside of the scope of the responsibility of Axxès and involves, in particular, a claim regarding the amount of a Toll, Axxès will forward the claim to the Toll Charger insofar as it is a matter exclusively for the Toll Charger, as Axxès is not involved in the calculation of tolls. The claim will then be processed in accordance with the procedure agreed by Axxès and the Toll Charger in compliance with the regulatory provisions in force. The conditions governing this procedure will be notified to the Customer immediately upon receipt of its claim. Pursuant to Law No. 2008-561 of 17 June 2008 relating to the reform of the prescription period in civil matters, the period in which a claim must be notified is twelve (12) months from the date of the invoice for every party. Information concerning the technical status of the Equipment is only available for eight (8) months from the date of the journey. Any request to receive this information must be submitted to Axxès within twenty (20) working days before the expiry of this period. Failing this, the request will not be processed.

18. COMMON CONDITIONS FOR ALL INTEROPERABILITY AND AXXES SERVICES

18.1. Interoperabilities

18.1.1. Generality

The Customer may subscribe to the electronic toll service in his capacity of owner, driver, user, lessee, or sub-lessee of the HGV. This subscription implies acceptance of these General Terms and Conditions of Service.

The Customer is responsible for the accuracy of the data stored in the on-board equipment. In the event of inaccuracy, the Customer will personally assume the penal or financial consequences. The Customer must check, and if necessary, manually complete into the OBU, the weight category and the number of axles category of the tractor/ trailer before making any journey on the networks concerned (see User Guide). As soon as the Customer is aware of any event that could directly or indirectly affect the implementation of the Axxès service on the network, he must inform Axxès. Axxès is the Customer's direct contact for any questions or complaints about the implementation of the service on Austrian territory. The Toll and Tunnel administration fees are calculated on the basis of toll and tunnel consumption including VAT before discounts. In the absence of specific terms, the administration fee applied by default is set at 1,60%.

18.1.2. Acceptance Network

Axxès reserves the right to extend or reduce the Acceptance Network for the Microwave Electronic Toll System and the services available. Such modifications will be published on the Axxès website prior to their entry into force. The corresponding schedules will therefore be automatically modified as of right. The extension of the Acceptance Network in conjunction with a possible technological upgrade may result in a change to the operating instructions necessary to enable the Toll OBU to function properly. Personal data collected by Axxès as part of the performance of the Service (such as the name and address of the vehicle owner and the Customer) may be transmitted to the Toll Charger or the competent national authorities upon request justified on the basis of fraud or malfunctions contributing to the total or partial non- payment of the toll, or in the context of random checks.

Particularly, any dispute regarding a fine must be accompanied by a proof of connection of the fixed OBU in accordance with the instructions given on the [notice](#).

Any subscription to a service in the middle of a month shall be invoiced in the following month.

18.1.3. Axxès Services

The proper functioning of the Axxès Services is conditional on the proper functioning and use of the Toll OBU in accordance with the User's Guide.

In particular, any objection over fines must be accompanied by proof that the Toll OBU has been installed in a fixed manner, in accordance with the instructions in the installation guide.

Any subscription to a Service during the month will be invoiced in the following month. Whenever a Service is cancelled, the payment for the current month will be due in all cases.

19. SPECIAL CONDITIONS FOR THE INTEROPERABILITY SYSTEMS IN FRANCE, SPAIN, PORTUGAL, DENMARK AND SWEDEN

19.1. Applications of the TC.SCTC

The TC.SCTC are published on the Axxès website and only apply to Transactions carried out using the Toll OBU installed in the Vehicle duly declared by the Customer either to Axxès or to the Toll Charger, which may request an individual registration for each Toll OBU. The TC.SCTC are freely drafted and amended by each Toll Charger. The Customer is informed that each Toll Charger has the right to conduct controls in connection with use of the Toll OBUs. Under amended French law no. 78-17 of 6 January 1978 (the French Data Protection Act), you have the right to access the information held about you by Toll Chargers and ask for it to be corrected or removed if necessary.

19.2. Manual processing

19.2.1. Manual processing in France

In the event of a malfunction of the Toll OBU or the toll equipment in French Networks:

- on entry, the driver must take a ticket and present such ticket when exiting by taking a manual lane.
- on exit, the driver must present the Toll OBU to staff for it to be processed manually. Should the exit toll gate be fully automated, the driver must request assistance using the intercom (a call button on the magnetic payment terminal). In all cases, it is advisable to have another means of payment. Any use of the Networks which does not comply with the procedure stipulated by this section will be undertaken at the expense and risk of the Customer alone, notwithstanding the right of Axxès to claim compensation for any losses which it may suffer as the result of such non-compliance. In the event of a vehicle passing through without being detected by the electronic toll system, and in accordance with article R 119-15 of the French Road Code, the Customer accepts that his PAN number will be communicated by Axxès to the toll collectors or competent authority solely for the purpose of reattaching the amount of the toll due to his account.

19.2.2. Manual processing in other countries

The procedure to be followed in the event of a malfunction of the toll equipment or Toll OBU will be the one stipulated on the Axxès website and, where applicable, by the operating rules of the Toll Charger or by any other applicable text.

20. SPECIFIC CONDITIONS TO ØRESUND (SEWDEN) AND STOREBAELT (DENMARK) SYSTEMS

20.1. To benefit from discounts on the Øresund network, the Customer may either sign a contract with Øresund directly or take advantage of the subscription service provided by Axxès (invoiced in accordance with the "Prices" article of these GTC).

20.2. To benefit from discounts on the STOREBAELT network, the Customer should contact STOREBAELT directly.

20.3. If the Customer has subscribed to the ASFINAG network, his vehicle declaration may be used on the Øresund and STOREBAELT networks in the event of a malfunction of the OBU.

20.4. Toll transactions invoiced to Axxès in foreign currencies by Toll Chargers or competent authorities will be charged from the Customer's account in Euros. The amount of these transactions will correspond to the amount paid by Axxès, to which will be applied the customs exchange rate in force for the invoicing period on the Network concerned. This rate will be available on the website <https://www.ecb.europa.eu/ecb/html/index.fr.html>

21. SPECIFIC CONDITIONS TO THE VIAPASS INTEROPERABILITY SYSTEMS IN BELGIUM

21.1. The Customer then has the status of Taxpayer within the meaning of the law and the Belgian regulations in application of Decision 2009/750/ EC.

21.2. If the Customer is not the Taxpayer, it must provide the full contact details of the taxpayer when subscribing to the Service, or later in the event of any changes.

21.3. When subscribing, the Customer must provide the information required by the Belgian regulations in force, which can be consulted at www.axxes.eu.

21.4. By derogation from Clause 4 of these General Terms and Conditions of Service, the Viapass Satellite Toll Collection service may be terminated at any time by the Customer by letter sent certified mail, return receipt requested, it being specified that each month commenced must be paid for and the termination of this service will not result in the termination of other Axxès services.

22. SPECIFIC SUBSCRIPTION TERMS TO ASFINAG AUSTRIA

22.1. The delivery of the Austrian interoperability service offered by Axxès is dependent on strict compliance with ASFINAG's obligations, which can be found at <https://www.asfinag.at/en/toll/tolling-regulation/> (in English), and on the provision of information when subscribing to the service about whether the vehicle is a bus or an HGV.

22.2. The Customer acknowledges that he/she/it has been informed that if the competent Austrian authorities conduct an inspection, the HGV user must be able to present the vehicle Declaration supplied by Axxès in paper form. This document, which must be checked for accuracy under the sole responsibility of the Customer, must contain:

- The HGV's registration number and country of registration;
- The PAN and serial number of the Equipment;
- The bar code of the Equipment;
- The Euro class;
- The CIF (Customer Information File);
- The designation of Axxès as the service provider.

The Customer undertakes to ensure that the document is permanently kept in the HGV to which it corresponds.

22.3. Compliance of the vehicle's declaration with ASFINAG's requirements requires consistency in the declaration between the vehicle's registration number, country of registration, Euro class and the PAN and serial number of the Equipment; the Customer must carefully check this consistency and take full responsibility for the absence of a vehicle declaration or any errors in the declaration.

22.4. The Customer also undertakes to provide Axxès with the CIF (Customer Information File) attached to each of its vehicles. In this way, the Customer may benefit from a reduction of up to 75% on the ASFINAG toll tariff in accordance with the calculation methods and conditions set out in Directive (EU) 2022/362 of the European Parliament and of the Council of 24 February 2022 on the charging of vehicles for the use of certain infrastructures. The customer is responsible for the legibility of the information contained in the documents it sends.

23. SPECIFIC CONDITIONS TO THE LKW-MAUT INTEROPERABILITY SYSTEM IN GERMANY

23.1. Pursuant to German regulations (BFStrMG of 12 July 2011) in application of Decision 2009/750/EC the taxpayer is: the owner of the vehicle, the driver, the user, the person who determines the use of the vehicle and the person in whose name the vehicle is

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registered.

23.2. Pursuant to paragraph 1 of the BFStrMG, all German and foreign vehicles and articulated vehicles with a GVWR of at least 7,5 tons designed to transport good or used to this effect are subject to the toll. The conditions governing subjection to and exemption from the toll are available on the AXXES website.

23.3. Access to the German interoperability service proposed by Axxès is dependent on strict compliance with the obligations laid down by the BALM (independent federal agency that reports to the federal ministry for transport and digital infrastructure - BMVI).

23.4. Upon subscription, the Customer must provide, in addition to the information indicated in Clause 3.2 of these General Terms and Conditions of Service, the information required by the German regulations in force, and in particular the vehicle identification number (VIN) and a document (subject to acceptance by Axxès) certifying any installation of a particulate filter if the vehicle belongs to the S2 or S3 pollution categories (=EURO standard 2 and 3).

23.5. In application of the LKW-Maut, the deadline for claims is set at two (2) months from the receipt by the Customer of the toll statement/invoice.

24. SPECIFIC CONDITIONS TO THE ITALIAN INTEROPERABILITY SYSTEM

24.1. To benefit from the discounts determined by the Italian State, Customers must have first joined a Consorzio. The Italian State has exclusive power to determine the terms and conditions for the granting of such discounts and for their amount.

24.2. The deadline for claims concerning Toll transactions invoiced by Axxès is 4 months from the Customer's receipt of the invoice. Claims concerning third-party Consorzio invoices are subject to the general terms and conditions applicable thereto.

25. SPECIFIC CONDITIONS TO THE POLISH INTEROPERABILITY SYSTEM

The Polish Network includes the public e-Toll network and the Networks covered by Autopay. This Network is subject to change at any time by the competent national authorities, without Axxès being responsible for such changes.

25.1. Driving in Poland requires the activation of the Polish Network on the Satellite Toll OBU. The subscription and activation of the Polish Network must be confirmed by an email from Axxès. For technical reasons, the Customer must wait for this written confirmation that the OBU and vehicle have been registered with Autopay before driving on the Polish Network.

25.2. The Customer is deemed to have read and accepted the Autopay general terms and conditions of service and the personal data protection policy, available on the website: <https://autopay.pl/>

25.3. Axxès will invoice the Customer for the amounts received from the different Polish Toll Charger in Zloty (zł), but the direct debits will be made in Euro as usual. The amount of these direct debits will be the amount paid by Axxès in Zloty to which the ECB exchange rate in force at the time of the invoice issue on the network concerned will be applied. This rate will be available on the following website: <https://www.ecb.europa.eu/ecb/html/index.fr.html>

26. SPECIFIC CONDITIONS TO THE HUNGARIAN INTEROPERABILITY SYSTEM

26.1. Subscription to the Hungarian Network implies consent to and acceptance of the Toll Charger's general terms and conditions of service, available on the website: <https://www.hu-go.hu>

26.2. Driving in Hungary requires the activation of the Hungarian Network on the Satellite Toll OBU. For technical reasons, the Customer must wait for written confirmation that the OBU and vehicle have been registered with Hugo before driving on the Hungarian Network.

26.3. All Hungarian and foreign articulated vehicles or articulated combination of Hungarian or foreign vehicles consisting of such a motor vehicle and a towed trailer or semi-trailer with a permissible GVW exceeding 3.5 tonnes are subject to Hungarian tolls.

26.4. Changes to the terms and conditions of use of the Hungarian Network may be initiated by the Toll Charger or the competent authorities. These changes will be published 15 days before they come into effect on the following website: <https://www.hu-go.hu>

26.5. The Customer declares his consent to the transfer of his contract to the Hungarian Ministry of Innovation and Technology (MIT) or any other Hungarian legal entity.

26.6. Axxès will invoice the Customer for the amounts received from the Hungarian Toll Charger in Forint (HUF) but the direct debits will be made in Euro as usual. The amount of these direct debits will be the amount paid by Axxès in Forint (HUF) to which the ECB exchange rate valid on the date of the invoice for the relevant network will be applied. This rate will be available on the following website: <https://www.ecb.europa.eu/ecb/html/index.fr.html>

27. SPECIFIC CONDITIONS TO THE SWISS INTEROPERABILITY SYSTEM

27.1. The Swiss Network includes Switzerland; the Principality of Liechtenstein; the German enclave of Büsingen; the Italian enclave of Campione d'Italia (provisional, for economic and administrative reasons); the Basel-Mulhouse airport customs route; the connecting routes on Swiss soil on the right bank of the Rhine, with the exception of : the road leading north from the Reiath farms to the holiday home, crossing German territory; the connecting roads crossing Swiss territory: Lörrach-Maienbühl-Inzlingen; Gottmadingen-Hofacker-Rielasingen. This Network may be modified at any time by the competent national authorities, without Axxès being held responsible for such changes.

27.2. Subscription to the Swiss Network requires consent and adherence to the Toll Charger's general terms and conditions of service, which can be consulted on the website <https://www.bazg.admin.ch/bazg/fr/home.html>

27.3. All vehicles designed for the transport of goods by road or used for the transport of goods not registered in Switzerland and consisting of an engine and a trailer or semi-trailer with a permissible gross vehicle weight of more than 3.5 tonnes are subject to the Swiss toll charge.

27.4. Axxès will invoice the Customer for the amounts received from the Toll Charger in Swiss Francs (CHF) but the debits will be made in Euros as usual. The amount of these debits will be the amount paid by Axxès in Swiss Francs to which the ECB exchange rate in force at the date of the invoice on the relevant network will be applied. This rate will be available on the following website: <https://www.douane.gouv.fr/service-en-ligne/consultation-des-taux-de-change>

27.5. The maximum duration of a journey in Switzerland is 3 days. Axxès will therefore close declarations and invoices for any journey that began 72 hours before.

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27.6. Driving is prohibited at night between 22:00 and 5:00 as well as on Sundays and public holidays in Switzerland. Special authorisation may be requested. For foreign hauliers travelling in Switzerland, applications for special permits are handled by the canton in which they enter Switzerland.

28. SPECIFIC CONDITIONS TO THE ALPINE TUNNEL AND THE ALPINE ROLLING HIGHWAY SERVICES

For the services mentioned in articles 28.2 and 28.3, the Customer expressly authorises T2S to pay on its behalf to the Third Party Partners the invoices related to the said Services. Axxès cannot be held responsible for any changes in the special conditions and Tariffs decided by the Third Party Partners (AFA).

28.1. Interoperable subscription cards are issued under the commercial terms and conditions in force and can be used in both the Fréjus Tunnel and the Mont Blanc Tunnel. These commercial terms and conditions and terms and conditions of use can be available at the following addresses: www.SFTRF.fr and www.atmb.com. The Customer who uses these cards is deemed to have read and accepted the commercial terms and conditions and terms and conditions of use of the latter. Notwithstanding Article 4 of these GCS, the services of the Alpine Tunnels may be terminated at any time and without cause by registered letter with acknowledgement of receipt, subject to prior notice of one (1) month.

In this regard, a discount granted to Axxès Customers who have subscribed to these Services on the annual amount excluding tax of the trips. This discount is granted at the latest on 30 April of each year.

28.2. The Railway Motorways

The Contract on the use of The Railway Highways is agreed directly between the Customer and AFA. The Customer subscribes to the AFA Service, a service of the Autoroutes Ferroviaires Alpines, for an indefinite period, which may be terminated at any time with a notice period of one month. The Customer is deemed to have read and accepted the AFA terms and conditions of services, which are available at the following address: www.afalpina.com. Axxès has negotiated special terms with AFA. Consequently, Axxès Customers who have subscribed to these Services receive a discount on the annual cost before tax of rail journeys and transport. This discount is granted on 31 December of each year. The discount be credited to the Customer account and set against the amounts invoiced. The discount may be offset with sums remaining unpaid in the event of insufficient guarantee as specified in article 3.3.

29. SPECIFIC CONDITIONS FOR THE VAT RECOVERY SERVICE

This service is provided by TES, a subsidiary of T2S. A mandate contract is signed between the Customer and TES. TES bears full responsibility for the mandate granted directly to it by Customers.

30. SERVICES FROM CONSORZIO T2S

30.1. Consorzio is an Italian entity registered with the ALBO and authorised by the ALBO to register its members in the Italian discount schemes.

30.2. To benefit from Services from Consorzio T2S, an adhesion to Consorzio T2S and an acceptance of its statutes is mandatory.

30.3. All members of Consorzio T2S are deemed to have read and accepted the General Terms and Conditions of Service and the Statutes of Consorzio T2S.

30.4. The Customer will receive an invoice from Axxès for

payment for its Services, as well as an invoice from Consorzio T2S for the services provided.

31. SPECIFIC CONDITIONS TO THE FLEET MANAGER SERVICE

It is specified that, for the purposes of the after-sales service, technical support and/or the guarantee, by subscribing to the Fleet Manager service the Customer authorises Axxès to remotely connect to its Fleet Manager account, navigate the application with its own rights, and extract usage data other than personal data, if necessary. This connection is carried out in accordance with common professional practice. It is the Customer's responsibility to take any appropriate measures to keep their data confidential.

31.1. Data provided via the Axxès Fleet Manager services is used under the Customer's sole responsibility.

31.2. Subscription fees for the Service are extra as indicated in the prices of the Order Form. The Subscription contract takes effect on the date of confirmation by Axxès of the Subscription and will be tacitly renewed for periods of one (1) year unless one of the parties notifies the other by registered letter with acknowledgement of receipt of its intention not to renew it at least one (1) month before its renewal date. In the event of early termination, the Customer shall pay the full amount of the Service Subscription fees remaining due until the end of the Contract. In all cases of termination, payment of the Subscription for the current month shall be due.

32. SPECIFIC CONDITIONS TO THE REMOTE DOWNLOAD SERVICE

32.1. Data provided via the following Services - Remote Download is used under the Customer's sole responsibility. It is specified that, for the purposes of the after-sales service, technical support and/or the guarantee, the Customer authorises Axxès to remotely connect to its Remote Download account, navigate the application with its own rights, and extract usage data other than personal data, if necessary. This connection is carried out in accordance with common professional practice. It is the Customer's responsibility to take any appropriate measures to keep their data confidential.

32.2. Any transfer of the Equipment from one vehicle to another different from the one mentioned in the Order Form is strictly forbidden and requires the signature of a new Order Form, thus triggering a new invoice.

32.3. Options:

32.3.1 As part of the "Flexibility" option, which are payment terms offered to the Customer, the latter commits to paying in the first year a contribution including the initial value of the Equipment per vehicle as well as the cost of the subscription, followed in subsequent years by the cost of the monthly subscription only. Ownership of the Equipment is transferred at the end of the 12-month subscription period.

32.3.2 As part of the "Purchase" option, the Customer commits to paying a total sum in the first year, including the purchase of the Equipment per vehicle and the value of the subscription. Ownership of the Equipment is transferred as of the payment of this sum. For subsequent years, the Customer pays the monthly subscription fees.

32.3.3 For a fleet exceeding 30 vehicles, the Customer may subscribe to the "Personalised" offer. The Customer commits to paying the monthly fees, including the cost of the Equipment and the subscription, for a 24-month subscription period, at the end of which ownership is transferred automatically.

In any event, the Customer has custody of the Equipment and uses it under its sole responsibility. The Subscription contract takes

effect as of the Subscription confirmation date by Axxès and, beyond the subscription periods, the contract will be automatically renewed for periods of one (1) year unless one of the parties notifies the other party by registered letter with acknowledgement of receipt of its intention not to renew the contract at least three (3) months before the renewal date. In case of early termination, the Customer must pay the entirety of the amounts remaining due till the end of their subscription to the options. In the event of proven insolvency (judicial liquidation or dissolution of the company), the Customer must return the Equipment within ten (10) working days. If the returned Equipment is damaged or not returned, the Customer will be charged the price of the new Equipment. In all cases of termination, payment of the current month's Subscription will be due.

32.4. *Equipment Specific characteristics*

32.4.1 Installation of the Equipment must be carried out by the Customer using the starter kit supplied. Removal is carried out in the same way as installation. The invoicing shall be triggered once Axxès receives a report of the activation by the supplier or, if there is no report, from the effective use of the Equipment by the Customer. In any event, the invoicing for the Subscription shall be triggered at the latest two (2) months after the Customer receives the confirmation of its order by Axxès. Axxès shall not be held responsible in case of non-compliant installation by the Customer.

32.5. *Equipment Guarantees*

32.6.1 *Remote Download Services.* The 1-year guarantee is not applicable for Equipment that is damaged or has become defective following: (a) an accident, incorrect or inappropriate use, abusive use or any other cause or accident; (b) voluntary damage of one of the parts of the Equipment; (c) defective installation or damage to the Equipment by the Customer or one of its representatives. In any event, the Customer is responsible for the Equipment and shall use it under its sole and unique responsibility. In the event of any of the above, the Customer will be required to return the damaged or defective Equipment to the supplier, and will be responsible for paying for new Equipment.

33. **PROVISION OF SUPPLEMENTARY SERVICES BY THIRD PARTIES PARTNERS**

Supplementary services to the Satellite Electronic Toll System may be provided on an optional basis to the Customer at its request. Such Services will be provided by partners of Axxès, under their responsibility and in accordance with separate contractual conditions. In the event of non-payment of a Third-party Partner by the Customer, Axxès reserves the right to suspend its Services until the situation is remedied and, failing that, to terminate the Contract between it and the Customer.

34. **OPERATION OF THE TOLL OBU AND EMERGENCY/BACK-UP PROCEDURE**

34.1. Axxès will use its best endeavours to provide the Customer with an operational Toll OBU and to maintain the Toll OBU in operational condition.

34.2. In the event of malfunction, theft, loss or destruction of a Toll OBU, the Taxpayer is not exempt from the payment of the Toll and must immediately contact the Axxès Customer service department, which will provide instructions on the steps to take. The details of the emergency procedure are available on the website

www.axxes.eu

34.3. Throughout the emergency procedure, the Customer must provide all information requested by Axxès or the Toll Charger and comply with their instructions.

34.4. On certain networks, in the absence of a connection with the Toll OBU, toll chargers may identify the Taxpayer by reading the vehicle's number plate.

34.5. Axxès may not be held liable in any circumstances for the financial consequences of the Customer's failure to comply with the emergency/back-up procedure, inappropriate implementation of the emergency/back-up procedure, or any fault by the Toll Charger in the context of the emergency/back-up procedure.

35. **SPECIFIC CONDITIONS FOR DATA CONNECT SERVICE**

35.1. The Customer can only subscribe to the Data Connect Service if their vehicle is equipped with a Satellite toll OBU

35.2. The Customer instructs Axxès to transmit to the Third Party Partner(s) its data issued from the Toll OBU. The Customer declares to have read and accepted the general terms and conditions of use of the Third Party Partners, available on their website.

35.3. The personal data transferred to Third Party Partners is limited to those necessary for the performance of the Service. The Customer expressly accepts the personal data protection policies of the Third Party Partners to which he has subscribed and available on their websites.

35.4. The use of the data provided via the Data Connect Service is under the sole responsibility of the Third Party Partners.

35.5. When subscribing to the Service, an e-mail will indicate the time frame for accessing the Service.

35.6. Ce Service may be terminated at any time at the express request of the Customer. The termination will be effective 24 hours after the confirmation of the request, but the Service will be invoiced for the entire current month.

35.7. The tariffs for the Service are those indicated in the Order Form, it being understood that the price is exclusive of tax.

36. **SPECIFIC CONDITIONS FOR THIRD-PAYERS**

36.1. All amounts due to Axxès by the Contract within the context of execution of the Service Contract shall be paid by the AATP in accordance with the deadlines and payment conditions stipulated in the AATP Contract.

36.2. In case payment is not made to the AATP, the Customer shall have to pay all the amounts due to Axxès. The Customer must pay these amounts within a period of 15 days from the receipt of the notification by Axxès of the failure of payment to the AATP or provide proof of payment of these amounts to the AATP.

In case the Customer is not paid, the AATP may request Axxès to place its Toll OBUs in an exceptions list and/or deactivate the same, in accordance with the AATP Contract. The AATP shall be responsible for all the amounts due by the Customer till the badges are effectively deactivated. Axxès reserves the right to unilaterally terminate the Customer's Service Contract if it does not reimburse the amounts due to the AATP.

36.3. Any disputes that may arise between an AATP and a Customer are governed by the legal rules applicable to them. In the event of a dispute between the AATP and the Customer, the court with jurisdiction is the one they have chosen.

37. **SPECIFIC CONDITIONS FOR THE LUCY PLATFORM**

37.1. The Lucy platform is invoiced monthly as a subscription model, and its conditions are defined in the TARIFFS section of these

GSI. In the event of termination by the Customer, for any reason whatsoever, the payment for the current month of the service shall be due. Subscription to Lucy will be renewed tacitly unless the Customer notifies us by registered letter or e-mail with acknowledgement of receipt of their intention not to renew before the end of the ongoing month.

37.2. The Lucy platform is scalable and new features shall be added. The Lucy platform may be subject to maintenance and Axxès reserves the right to interrupt, temporarily suspend, or modify, without notice, the access to all or part of the platform to carry out maintenance activities (in particular by means of updates) or for any other reason, without the interruption giving rise to any obligation or compensation.

37.3. If the Customer does not wish to take use the services of the Lucy platform, it shall be invoiced in accordance with Article 38.4 of these GSI.

37.4. All Customer connection usernames are strictly personal, individual, confidential, and non-transferable.

37.5. Axxès shall implement all the resources at its disposal to ensure continuous and high-quality access to Lucy but is not bound

by any obligation to achieve a result. Particularly, Axxès cannot be held responsible for malfunctions of the network or servers or any other event outside its control, which might prevent access to Lucy.

38. ANTI-CORRUPTION MEASURES

38.1 The Customer undertakes to comply with the rules on integrity and the prevention of corruption as set out in the Sapin 2 act, law no. 2016-1691 of 9 December 2016, on transparency, fighting corruption and modernising economic life.

38.2 The Customer and Axxès undertake never to offer, promise or grant any undue financial or other advantage, intentionally, directly or indirectly, with a view to obtaining any illegal, illegitimate or unfair action, for their own benefit or for the benefit of a third party.

38.3 If the Customer does not comply with this principle, Axxès reserves the right to terminate any current collaboration, mission or service, and the Customer may not claim any compensation for breach of contract.