1. GENERAL TERMS AND CONDITIONS OF DELIVERY ESTABLISHED BY FLASH RENTAL SERVICES B.V., LOCATED IN EUROPOORT ROTTERDAM AT MOEZELWEG 136C (3198 LS)
Registered with the Rotterdam Chamber of Commerce under file no. 24334970.

Article 1: Definitions and Scope
1.1 Flash Private Mobile Network is part of Flash Rental Services B.V. These General Terms and Conditions apply to any offer made by and/or agreement between Flash Rental Services BV – hereinafter referred to as: “Flash” – and a buyer, lessee and/or client/other party (to whom services are supplied) – hereinafter referred to as “the Other Party”.
1.2 Additional and/or deviating (general) terms and conditions established by the Other Party do not bind Flash to any obligation unless these terms and conditions have been explicitly accepted by Flash in writing. Any supplementary and/or deviating terms and conditions only apply between the parties who have agreed to these terms and conditions in writing.
1.3 If any written agreement between Flash and the Other Party to which such terms and conditions are applicable conflicts with these General Terms and Conditions, the provisions of these General Terms and Conditions will prevail unless the relevant written agreement between the parties explicitly states otherwise.
Article 2. Quotations
2.1 Quotations are without any obligation unless stated otherwise in writing.
2.2 After placement of the job/order, the subsequent agreement between Flash and the Other Party will only become legally effective from the moment that Flash has confirmed the order in writing or when Flash has commenced the execution of the work.
2.3 If a quotation, which states explicitly that the offer is without obligation, is accepted by the Other Party, Flash has the right to revoke the offer within two business days after having received the notice of acceptance.
Article 3. Delivery
3.1 Unless agreed otherwise, deliveries are made ex-works. All costs are therefore at the expense of the Other Party.
3.2 The Other Party is obliged to accept the delivery of any purchased products at the moment of their delivery or when they are made available to the Other Party according to the agreement. If the Other Party refuses to accept the delivery or fails to provide any required information or instructions pertaining to the delivery, the products will be stored at the expense and risk of the Other Party. Subsequently, all additional costs and expenses – including, in any case, storage costs – will be charged to the Other Party.
Article 4. The delivery term
4.1 An agreed delivery term does not automatically imply a strict deadline unless explicitly agreed otherwise in writing. In the event of a non-timely delivery, the Other Party shall provide Flash with a written notice of default.
4.2 The agreed delivery terms will start when the Other Party has provided Flash with all the information required for the execution of the agreed services.
4.3 If, at any time, Flash fails to meet the expected fulfilment of the agreement on time, in full, or entirely, the Other Party shall provide Flash with a written notice of default. Subsequently, Flash has the right to fulfil the agreement as expected within 14 days of receipt of this notice, unless in the event of force majeure on the part of Flash, making compliance by Flash permanently impossible, without the Other Party being entitled to demand compensation.
4.4 Flash has the right to suspend its service(s) at all times for as long as the Other Party has not fulfilled all of its obligations, which at least includes providing the required information, instructions and/or tools. This right to suspend will apply until the Other Party has fulfilled its obligation(s) after all.
Article 5. Duration and (consequences of the) termination of the agreement
5.1 As regards agreements entered into for a period 12 months or more, the duration of the agreement between the Other Party and Flash (for a definite period) will be specified in the written agreement. Early termination of agreements for a period of 12 months or longer is explicitly excluded unless agreed otherwise in the individual agreement.

Upon expiration of the maturity of such an agreement, it will be extended for an indefinite period under the same terms and conditions unless the Other Party informs Flash no later than 3 (three) months before the end of an agreement, in writing, that it does not wish to extend the agreement. An agreement renewed for an indefinite period in this manner can then be terminated by either party duly observing a notice period of 3 (three) months. Terminations must be done in writing.
5.2 By way of derogation from the provisions in paragraph 1 of this article:
- agreements entered into for a duration (term) of less than 12 months and/or;
- agreements without a specifically agreed duration or term (individual jobs)
will end ipso jure when the duration stipulated in the agreement has lapsed and/or when the agreement (otherwise) comes to a close.
5.3 Without prejudice to the preceding paragraphs of this article and the provisions stipulated in the agreement, both parties have the right to end the agreement between them either entirely or in part without having to observe any notice period if:
- one of the parties, after a valid notice of default, fails to meet its obligations under the agreement and the General Terms and Conditions that constitute part of it, or fails to do so correctly or completely;
- one of the parties is declared bankrupt, has filed for bankruptcy, has been granted a moratorium of payments, or has filed for such moratorium;
- one of the parties goes into liquidation or is dissolved.
In such an event, all claims Flash has against the Other Party are immediately due and payable. The same also applies in the following cases:
- if, after having entered into the agreement, Flash learns of circumstances that give good grounds to fear that the Other Party will not fulfil its obligations;
- if, upon entering into the agreement, Flash has asked the Other Party to provide security for the execution and such security is not provided or deemed to be insufficient.
In the aforementioned cases, Flash is also entitled to suspend the further execution of the agreement or to have the agreement dissolved without prejudice to Flash's entitlement to claim damages.

Article 6. Warranty

6.1 In view of the factory warranty given to Flash, Flash guarantees that the products delivered within the scope of a (purchasing) agreement are free from design, material and/or manufacturing flaws for a minimum period of twelve (12) months after delivery.
6.2 If a product does show a design, material and/or manufacturing flaw, the Other Party is entitled to request the product to be repaired. Flash may choose to replace the product if the repair proves problematic. The Other Party is only entitled to a replacement if it is impossible to repair the product.
6.3 In case a flaw in the delivered product results in damages, Flash can only be held liable under the stipulations included in Article 11 (Liability) of these General Terms and Conditions.
6.4 The warranty does not apply if damages are caused by improper handling by the Other Party in the broadest sense of the word.

Article 7. Retention of title

7.1 All products delivered by Flash as part of any (purchasing) agreement remain the property of Flash until the Other Party has fulfilled all of the following obligations ensuing from the (purchasing) agreements with Flash:
- all (financial) obligations to be fulfilled by the Other Party as regards the delivered product(s);
- any claims resulting from the Other Party not meeting its obligations under the (purchasing) agreement(s).
7.2 The products delivered by Flash, which under paragraph 1 are subject to Flash's retention of title, may only be resold within the scope of normal business operations. It must be noted that the Other Party is not entitled to pledge the products or to encumber them with any other rights.
7.3 Concerning delivered products that become property of the Other Party after due payment and that are still at the location of the Other Party, Flash hereby reserves the right of pledge as referred to in Article 3:237 of the Dutch Civil Code as additional security in respect of any claims that Flash may have against the Other Party for whatever reason, other than the claims mentioned in paragraph 1 of this Article. The entitlement included in this paragraph also applies to any products delivered by Flash that have been altered or processed by the Other Party, as a result of which Flash has lost its retention of title.

7.4 If the Other Party fails to fulfil its obligations or Flash has well-founded reasons to believe that the Other Party will not fulfil its obligations, Flash has the right to remove or order the removal of delivered products that are subject to the retention of title as referred to in paragraph 1, either from the Other Party or a third party that keeps the products for the Other Party. The Other Party is obliged to participate fully, subject to a penalty of 10% per day of the amount owed.
7.5 If any third party wishes to establish or exercise any right on the delivered products subject to retention of title, the Other Party is obliged to inform Flash of this as soon as can reasonably be expected.
7.6 At Flash's first request, the Other Party commits to:
- insuring and/or keeping insured the products rented and/or delivered under retention of title against theft, fire, explosion, and water damages and to have the insurance policy available for inspection unless otherwise agreed;
- pledging to Flash all claims insurers may have on the Other Party concerning the rented and/or delivered products subject to retention of title as stipulated in Article 3:239 of the Dutch Civil Code;
- pledging to Flash all claims the Other Party obtains against its clients in the event of reselling products delivered by Flash under retention of title as stipulated in Article 3:239 of the Dutch Civil Code.
- marking as Flash's property the products delivered under retention of title;
- cooperating in any possible way and with all reasonable measures that Flash wishes to take to protect its property rights and which don't unreasonably infringe on the Other Party's business operations.

Article 8. Defects and obligation to complain

8.1 The Other Party must inspect (or order the inspection of) the purchased or rented products upon delivery in order to determine whether these products conform to the agreement, which should at least include:
- checking that the correct products have been delivered;
- checking that the delivered quantity of the products conforms to the agreement;
- checking that the quality of the delivered products meets the agreed quality requirements or, in case they don't,
- determining whether the products meet the requirements for normal use and/or commercial purposes.

8.2 The Other Party shall report any invisible defects to Flash in writing within 48 hours after they have been discovered, failing which any rights of the Other Party will expire.
8.3 The Other Party filing a timely complaint does not release the Other Party from its payment and acceptance of delivery obligations. Products can only be returned after prior written approval by Flash.

Article 9. Prices and payment

9.1 The prices charged by Flash apply to the fulfilment of the agreement between Flash and the Other Party. Additional or deviating work will be calculated and charged separately. In the specific case of out-of-bundle usage (namely if the Other Party uses more data than the size of the agreed data bundle), Flash is entitled to charge the Other Party for all excess amounts at the agreed rates.
9.2 All prices are based on the price level and cost price factors at the time of the parties entering into the agreement and are exclusive of VAT.
9.3 Flash has the right to adjust the agreed prices in the event of government measures or legislative changes that cause an increase of (cost) prices. Flash will inform the Other Party about price increases in writing and without delay.
9.4 Payments must be made within 30 of the invoice date by transferring the amount due to bank account in the name of Flash Rental Services B.V. (with its registered office in Rotterdam) at ING, Regio Noord-West, with IBAN number NL23INGB0650962435, BIC: INGBNL2A.
9.5 If the Other Party fails to fulfil its payment obligation within the agreed term, the Other Party shall be deemed to be in default. From that moment, the Other Party will be charged with the statutory commercial interest based on the amount due.
9.6 Payments made by the Client always serve first to settle all interest and costs due and payable, and secondly to settle invoices that have been outstanding the longest, also when the Client states that the payment relates to a later invoice.

9.7 If the cost prices of resources and/or materials provided by suppliers and service providers used by Flash increase by 5% or more after Flash and the Other Party have entered into the agreement, the Other Party shall consult with Flash about a reasonable adjustment of prices and other conditions of the agreement (e.g., delivery terms) at Flash's first request.
9.8 If the Other Party cancels an order while Flash has already processed this order, the conditions as set out in Articles 9.9 and 9.10 apply.
9.9 Cancellation by the lessee
a. Cancellation of a rental order must be reported to Flash in writing.
b. In the case of cancellation within 2 to 4 weeks before the start of the rental period, 30-50% of the total rental amount will be charged.
c. In the case of cancellation within 1 week before the start of the rental period, 50-80% of the total rental amount will be charged.
d. In the case of cancellation after delivery or installation, 100% of the total rental amount will be charged.
9.9.1 Calculation of cancellation costs
a. The exact cancellation costs will be determined based on the costs already incurred, including but not limited to preparatory work, request and approval of frequencies, configuration and programming of equipment, administrative actions and logistical costs.
b. If the cancelled equipment can be rented again in the same rental period, Flash may decide to apply a reasonable discount on the cancellation costs.
9.9.2 Exceptions:
a. Cancellations due to force majeure will be handled in accordance with the force majeure article in these terms and conditions.
b. Deviating agreements regarding cancellation can only be agreed on in writing.
9.10 Cancellation by the buyer
a. Cancellation of a purchase order must be notified to Flash in writing.
b. In the case of cancellation within 14 days after the order, unless it concerns custom work, 20% of the total order value will be charged.
c. In the case of cancellation after ordering components or purchasing materials, 30-50% of the total order value will be charged.
d. In the case of cancellation after start of assembly or configuration, 50-80% of the total order value will be charged.
e. In the case of cancellation of custom orders or special licences, 100% of the total order value will be charged.
9.10.1 Calculation of cancellation costs
a. The exact cancellation costs will be determined based on costs already incurred, including orders for specific components, assembly hours, administration and any configuration costs.
b. Flash may decide to grant a reasonable discount on the cancellation costs if the products can still be sold elsewhere.
9.10.2 Exceptions
a. Cancellations due to force majeure will be handled in accordance with the force majeure article in these terms and conditions.
b. Deviating agreements regarding cancellation can only be agreed on in writing.

Article 10. Collection costs

If the Other Party is in default or fails to fulfil one or more of its obligations, all reasonable costs related to obtaining settlement both in and out of court are payable by the Other Party. Furthermore, the Other Party will be charged with the extrajudicial collection costs incurred by Flash, calculated in accordance with the rates of the scale of extrajudicial collection costs ("BIK"). If Flash can demonstrate that it has reasonably incurred higher costs, then these will also qualify for reimbursement.

Article 11. Liability

11.1 The liability of Flash for the services and products provided shall always be limited to the warranty as specified in Article 6 (Warranty) of these Terms and Conditions. Flash is solely liable for damages suffered by the Other Party as a result of its rendered services if these damages result from intentional actions and/or gross negligence on the part of Flash.

11.2 If and insofar as Flash is liable on whatever ground, this liability will always be limited to the amount covered by the third-party liability insurance taken out by Flash and of which the policy conditions will be made available at the Other Party's earliest request and free of charge. If and insofar as the liability insurance does not provide entitlement of payment, Flash's liability shall always be limited to the value of the products/services provided by Flash. These General Terms and Conditions explicitly rule out compensation for indirect (consequential) losses of any nature.
11.3 Flash cannot be held liable for activities resulting from improper and/or incorrect use of, or adjustments made by third parties (including employees of the Other Party) to provided and/or rented equipment.
11.4 Flash cannot be held liable for malfunctions caused by theft of (parts of) equipment, errors in communication lines not provided by Flash, connections with or use of products not covered by this agreement, disruptions, damage caused by fire and smoke, excessive dust formation, major network voltage fluctuations, damage caused by excessive humidity and water, lightning, molestation and vandalism, or external causes that exceed the specifications of the equipment.
11.5 Under no circumstance or for whatever reason can Flash be held liable for indirect (consequential) damages (including but not limited to loss of data, lost savings, business stagnation, losses in profit and revenue, partly caused by the non-functioning or reduced functioning of the equipment), trading losses or any other damage not mentioned above, except for damages as referred to in Article 6:190 (1) of the Dutch Civil Code that can be attributed to Flash or for which Flash can be held liable. The liability of Flash resulting from Article 6:190 (1) of the Dutch Civil Code is limited to the maximum amount for which Flash is covered by its insurance. If the insurer does not pay or if the damage is not covered by the insurance in a particular case, the liability of Flash is limited to the invoice value.
11.6 In the event of circumstances as mentioned in paragraphs 3 and 4 of this Article, Flash will perform the repairs by order of the Other Party. The Other Party's costs of the repair work are calculated separately from the agreement at the prevalent applicable rates.

Article 12. Force majeure

12.1 Force majeure is defined as: circumstances that impede the fulfilment of the obligation and cannot be attributed to Flash. These will include, but is not limited to (if and insofar as these circumstances make the fulfilment impossible or unreasonably difficult):
- strikes at companies other than Flash;
- wildcat or political strikes at Flash's;
- a general lack of resources and other products or services required to carry out the agreed work and/or services;
- unforeseen standstills at suppliers or other third parties on which the work carried out by Flash depends;
- general shipment problems;
- staffing issues;
- sickness or accidents suffered by the supplier's employees;
- government measures;
- machines defects;
- impaired supply of energy;
- general malfunctions of the internet, data network or telecommunication facilities;
- a general lack of products or services required for fulfilling the agreement;
- unforeseen standstills at suppliers or other third parties on which suppliers used by Flash depend and/or incomplete and/or delayed delivery by suppliers of these suppliers;
- war, threat of war; riots; wilful damage; fire; water damage; flooding;
- government measures, transport bans, pandemics (e.g., COVID-19), epidemics, or other widespread illnesses;
- issues that involve any situations concerning Russia, Ukraine or Taiwan, as well as invasions or other acts of war and economic and other sanctions issued by a country because of or as a reaction to such a situation.

12.2 Flash also reserves the right to appeal to force majeure if the conditions that may impede (further) fulfilment occur after Flash should have fulfilled its obligation.

12.3 During the situation of force majeure, Flash is entitled to suspend the delivery and other obligations. If the respective situation of force majeure – and thus the inability of Flash to meet the agreement – continues longer than one month, either party is entitled to dissolve the agreement without any obligation to pay damages.
12.4 If Flash has fulfilled or is able to fulfil its obligations in part at the moment the situation of force majeure occurs, Flash is entitled to separately invoice the already delivered part and/or the deliverable part and the Other Party undertakes to pay this invoice as if it were a separate agreement. However, this provision is not applicable if the already delivered and/or deliverable part does not have an independent value.

Article 13. Settlement of disputes

In deviation from the statutory regulations regarding the competence of the civil court and provided that the case can be brought before a District Court, any dispute between the Other Party and Flash shall be settled by the Rotterdam District Court unless another court is exclusively competent by operation of law. The previous provision does not infringe on Flash's right to summon the Other Party to appear before the competent Court according to the law or any applicable international treaty.

Article 14. Applicable law

All agreements between Flash and the Other Party are exclusively subject to Dutch law.

Article 15. Adjustment of these Terms and Conditions

Flash is entitled to implement changes to these Terms and Conditions. Adjustments shall become effective on their respective announced dates. Flash shall send the amended Terms and Conditions to the Other Party in a timely fashion. If no date of entry into force has been announced, adjustments become applicable the moment they are communicated to the Other Party.

II. ADDITIONAL TERMS AND CONDITIONS FOR THE RENTAL OF EQUIPMENT AND THE DELIVERY OF SERVICES (SERVICE/SLA)

In addition to the General Terms and Conditions (Articles 1 to 15), the rental of products and the delivery of services (service/SLA) are subject to the following additional terms and conditions as described below (Articles 16 to 24). These provisions must be explicitly considered as an addition to the above-mentioned conditions.

Article 16. Execution of the work by Flash

16.1 With due observance of the agreed provisions, Flash will ensure that the equipment listed in the annexe(s) will remain in a proper operating mode.
16.2 The Other Party will take care of certain basic cleaning and maintenance tasks – at its own expense and risk – as listed in the relevant manuals or in this agreement.
16.3 The Other Party must report to Flash any faults or damages that may occur, and without delay. Upon reception of such a report, Flash will immediately take all necessary measures to start any repair work according to the agreed terms and conditions.
16.4 Such work will be executed by mutual agreement.
16.5 An agreed term for executing such work does not automatically imply a strict deadline. If this term is exceeded, the Other Party must therefore send Flash a notice of default.
16.6 Flash is entitled to commission third parties to carry out the work required to fulfil this agreement.

Article 17. Other Party Obligations

17.1 To ensure that Flash can deliver the agreed services and/or execute its work, the Other Party shall make the necessary equipment available to Flash at the desired times.
17.2 To ensure that Flash can deliver the agreed services and/or execute its work, the Other Party shall grant Flash access to the equipment. The Other Party shall grant Flash access to all necessary facilities, such as a workspace and materials/tools that cannot be expected to be part of the standard equipment brought by Flash.
17.3 The Other Party shall ensure that the room in which the equipment is placed will continue to meet the specifications and terms and conditions that are commonly in place for this equipment or stipulated by Flash.

17.4 The Other Party will ensure the timely provision of all necessary information requested by Flash or which the Other Party reasonably can be expected to know that it is required for the work to be carried out. Any failure to provide Flash with the relevant required information on time entitles Flash to suspend the execution of the work and/or to charge the Other Party for all additional costs incurred by the delay, based on the regular rates used by Flash.

Article 18. Property and right of use

18.1 During the agreed rental period, Flash is and remains both the legal and the economic owner of the rented products. This ownership also applies to the relevant tax legislation and regulations.

18.2 The rental agreement does not provide the Other Party with any claim to property rights on the rented products or a right to purchase the products unless expressly agreed otherwise.

18.3 The Other Party's right of use commences on the date of delivery of the rented products and ends upon (intermediate) termination of the agreed rental period, dissolution of the agreement, or when the agreed (and/or potentially tacitly renewed) rental period ends.

Article 19. Theft, loss, or irreparable damage

19.1 In the event of theft, loss or irreparable damage, the Other Party is obliged to pay to Flash the new-for-old value of the stolen and/or lost products unless agreed otherwise in the individual agreement.

19.2 If and insofar as agreed in the individual agreement that for this/these situation(s) insurance is payable in the form of a surcharge on the rent, the following additional conditions shall apply to the Other Party:

- In the event of theft, loss or irreparable damage, the Other Party is only obliged to pay Flash 50% of the new-for-old value of the stolen and/or lost products;
- The costs for repairing rented products with repairable damage, irrespective of the damage being caused by careless/improper use, will be at the expense of Flash for 50% and at the expense and risk of the Other Party for 50%.

All this unless agreed otherwise in the individual agreement.

19.3 Flash will provide the Other Party with replacement products should one of the above-described situations take place at any moment during the rental period and for as long as needed.

Article 20. Delivery and weekends

20.1 A call-out fee will be charged to the Other Party for delivering or collecting rented equipment. No call-out fee is charged for the exchange of equipment due to damages not caused by the Other Party. Postal shipments are charged at current postal rates based on insured transport.

20.2 Weekend rentals are invoiced based on 2 days' rent; equipment is delivered on Friday and collected on Monday.

Article 21. Licences

21.1 Unless explicitly agreed otherwise, the Other Party guarantees that the execution of the contract and its use of the products and/or services delivered by Flash comply with the laws and regulations that apply to the work and/or use of the rented products.

21.2 In this respect, the Other Party indemnifies Flash against all possible third-party claims on account of a violation of any applicable law and (local) regulations as intended by paragraph 1 of this article.

21.3 The Other Party undertakes to ensure that the rented products are not used in violation of any law, local regulations or decree, or any government measure.

Article 22. Conditions for use

The Other Party shall use and maintain the rented products with due care and diligently, and in accordance with the intended use and pursuant to this agreement. The Other Party is not allowed to alter the rented products, entirely or part thereof, or to add to the rented products without Flash's written consent. To establish this, Flash will carry out a final inspection, at least upon the termination of the agreement.

Article 23. Defects to the rented products/equipment, replacement, repairs, Flash liability

23.1 These General Terms and Conditions explicitly exclude what is stipulated in Article 7:204 (1) of the Dutch Civil Code. Within the meaning of Article 7:204 (2) of the Dutch Civil Code, the following defects on the rented products are not considered defects:

- defects in alterations and additions made by the Other Party (the lessee) and defects resulting from alterations or additions and harmful consequences to the rented product, made on behalf of Flash or third parties;

- no longer having the required licences or dispensations pursuant to government regulations, unless the defects are such that Flash was or ought to have been aware of them when entering into the agreement.

23.2 In the event of a defect to the rented product, the exclusion of Article 7:206 of the Dutch Civil Code means that Flash's obligations shall be limited to repair and/or replacement within a reasonable term, at the exclusive discretion of Flash unless Flash knew or should have known about the defect at the time of entering into the agreement.

23.3 With the exclusion of Article 7:207 Dutch Civil Code, the Other Party will not be entitled to a reduction on the rental price, settlement of outstanding payments, or the termination or dissolution of the rental agreement as a result of one or more defects as described above, except if said defects are the result of intentional actions and/or gross fault on the part of Flash and Flash ought to have been aware of said defects before entering into the rental agreement.

23.4 Flash cannot be held liable for:

- consequences of defects arising after entering into the rental agreement;
- consequences of defects it was not (expected to be) aware of upon entering into the rental agreement;
- consequences of defects not caused by intentional actions and/or gross negligence on the part of Flash.

Article 24. Maintenance costs

Unless agreed otherwise, the costs for timely and due maintenance, repair, renovation, and replacement of products are at the expense of Flash. Flash shall ensure that such works are carried out (or commission a subcontractor to do so) unless the required maintenance work is the result of inexpert use by the Other Party or when this use was in violation of the prevailing instructions, standards and/or other applicable instructions.

III. SUPPLEMENTARY TERMS AND CONDITIONS FOR THE RIGHT TO USE/LICENCE OF SOFTWARE/PROGRAMMES

The following general terms and conditions, starting with article 25, are added to articles 1 to 25 of these General Terms and Conditions when the contract involves a right of use for software programs. These provisions are explicitly included as an addition to the provisions listed above.

Article 25. Right of use/Licence

25.1 When providing a right of use/licence, all or part of the service to be provided by Flash consists of providing the Customer with the right of use for the software developed and installed by Flash and/or software licensed to and installed by Flash (hereafter referred to as the Software). Such a right of use can also be combined with a purchase and/or rental agreement, which shall be set out in a written right of use/licencing agreement and/or a Service Level Agreement (hereafter referred to as the SLA).

25.2 The Software will only include the functionalities and features as described in the production description of the Software – listed in a separate right of use/licencing agreement – the proposal/offer issued by Flash, the SLA, or another mutually accepted document. Flash reserves the right to implement technical modifications and improvements into the Software and to temporarily disable access to and use of the Software if required to ensure the proper functioning of the Software (all in consultation with the Other Party).

25.3 Although Flash will observe the greatest possible care when installing the Software, this does not imply that Flash will be able to guarantee that the Software will function without any malfunctions or disruptions at all times. In the event of the Software not functioning properly or completely, Flash reserves the right to fix any disruptions within a reasonable term unless otherwise agreed in writing. Under no circumstance can Flash be held liable for the consequences of such disruptions (i.a., damages or costs).

25.4 The right to use the Software granted to the Other Party cannot be transferred to a third party without Flash's prior written consent. The Other Party is not allowed to reproduce, copy, rent out, or sell the Software or to transfer it to third parties or allow third parties to use the Software.

25.5 Termination of the use of right/licencing agreement (by law or intentional) also ends the Other Party's right to use the Software (on the same date). Flash will subsequently be entitled to remove the installed Software or deny or terminate the Other Party's access to or use of the Software, and to take any action necessary to effectuate this.

Article 26 Infrastructure

26.1 The Other Party is responsible for purchasing and properly operating the usual infrastructure required for the use of the Software. Flash may also prescribe certain infrastructure to that effect. The term Infrastructure is defined as, amongst other things, the system requirements and support of products or equipment that are required for the proper functioning of the Software. The Other Party will ensure that such infrastructure continues to comply with the customary specifications and conditions, or those prescribed or recommended by Flash.

Article 27 Support, Repairs and Maintenance by Flash, and Software Update(s)

27.1 The Software support provided by Flash (including agreed maintenance) will consist of general support for the use and functioning of the Software. Any additional support by Flash (including subsequent maximum repair times and prescribed procedures for malfunction reports) will consist of all actions that are described in the separate SLA and/or in the proposal/offer issued by Flash, or as mutually agreed between parties in writing. Flash is not obliged to offer/provide additional or alternative support.

27.2 Flash undertakes to offer support within a reasonable term and during normal office hours, either by email or telephone unless agreed otherwise in writing (in a separate SLA).

27.3 Flash is entitled to implement Software updates if Flash considers this useful or necessary. Updates can include improvements, new features, or modifications prescribed by law and regulations. Flash will announce the update to the Other Party in a timely fashion and provide/install the new version. If the Other Party fails to install the update in good time or at, the Other Party, as of then, loses the right to make any claims regarding the proper and full functioning of the Software.

Article 28 Privacy Law

28.1 The use of the Software may require the processing of personal data. For this purpose, Flash maintains a Privacy & Data Policy describing how its own organisation has implemented and executed the requirements of all applicable privacy laws and regulations e.g., the General Data Protection Regulation (GDPR). This policy, as well as any ensuing supplements, modifications and updates, is available at www.flash-privatemobilenetworks.com. A copy of this policy will be provided to the Other Party free of charge and at its first request.

28.2 Flash and the Other Party will both observe the applicable privacy laws and regulations (including the GDPR) and do all that is required to (continue to) meet all legal requirements. For this purpose, both parties may expect the other party to cooperate to ensure compliance with such legal requirements at each other's first request, possibly as ordered by the Dutch Data Protection Authority. Flash can ask the Other Party to provide insight in the way it complies with the applicable laws and regulations (including the GDPR). The Other Party will provide Flash with a copy of its data protection and compliance policy at Flash's first request. If the Other Party fails to provide this at Flash's first request, Flash will be entitled to terminate the right to use with immediate effect or deny the Other Party the right to use the Software.

28.3 If Flash is held to comply with a statutory obligation or other privacy regulations (such as the Data Leak Notification Duty), Flash will comply with this obligation and inform the Other Party thereof. If the Other Party is held to comply with such an obligation, they will also inform Flash thereof or will provide Flash with this data at its first request.

Article 29 Intellectual Property Rights

29.1 All intellectual property rights regarding the Software are and remain the property of Flash. The Other Party's right to use the Software is explicitly limited to use the Software during the term of the right of use/licencing agreement for its own business operations and in accordance with all the agreed terms and conditions as established in the agreement or in the separate licencing agreement, the proposal/quote, the SLA, or another mutually accepted document.

29.2 These intellectual property rights are at least understood to include but are not limited to the technical design, functions, features, and source code of the Software.