

## **INSTRUCTIONS FOR USE OF THE PROGRAM SERVICES**

### **1. GENERAL PROVISIONS**

1.1. These instructions for use of the Program Services are developed pursuant to applicable legislation of the Russian Federation and regulate relations between the Licensor and the Licensee with respect to position finding and movement parameters of Licensee's Vehicle by GSM/GPS/GLONASS signals, acceptance and processing of Alarm Information with involvement of Law-Enforcement Authorities and other reaction forces by the Licensor (hereinafter referred to as the Services). These Instructions contain provisions binding for parties that signed and perform the License Agreement.

1.2. Rights and obligations of the Licensee and the Licensor shall be set by the License Agreement and these Instructions. Form of the License Agreement shall be developed by the Licensor. The License Agreement shall be executed by the Licensee as per procedure set by article 428 of the Civil Code of the Russian Federation by accession of the Licensee to terms of the License Agreement, terms of which are set including by these Instructions.

1.3. These Instructions shall be set by the Licensor. Execution of the License Agreement as per procedure set by these Instructions shall mean that the Licensee reviewed these Instructions, completely accepts it and is obliged to comply with requirements of these Instructions within the whole term of this License Agreement.

1.4. Posting of these Instructions on Licensor's website <http://www.smartdriving.io> is official publication of the Instructions, does not require written consent of the Licensee, and means duly executed Appendix to the License Agreement.

1.5. In case of amendments and alterations to these Instructions, they will be published at Licensor's website.

1.6. The Licensee shall be obliged to review the alterations and amendments to the Instructions. Responsibility for review of the made alterations and amendments to the Instructions shall be imposed on the Licensee.

### **2. TERMS AND DEFINITIONS USED IN THESE INSTRUCTIONS**

2.1. **Authorized Installation Center/Authorized Installer** means a person or entity authorized by the Licensor to install or repair equipment of the Element system

2.2. **Control Center (CC)** means Licensor's department accepting and processing received signals from equipment of the Element system, Licensee, and/or Licensee.

2.3. **Licensee's information card** means an integral part of these Instructions and contain: data of the Licensee (legal entity or an individual); data of technical equipment of the Element system; list of included in the license Program Services provided to the Licensee; Rate Schedule; other information and data connected with performance of this License Agreement.

2.4. **User's Guide** means a document that includes description and instructions for use of the Program and technical equipment of the Element system.

2.5. **Licensor** means «Smart Driving Labs» Limited Liability Company.

2.6. **Licensee** means an individual or a legal entity that signed the License Agreement with the «Smart Driving Labs» Limited Liability Company and/or persons admitted by the Licensee to driving of the Vehicle and using the Program.

2.7. **Code word** means a combination of a common noun in the singular in the Nominative case (in Russian) and two digits (for example: Rubin 25) and intended to identify the Licensee in the Licensor's Program in interaction with a CC employee.

2.8. **Contact person** means an individual granted by the Licensee with rights and obligations of the Licensee according to terms of the License Agreement. List of Contact Persons shall be included in the Licensee's Information Card.

- 2.9. **Personal account** means the Program of vehicle fleet management and monitoring by web-access enabling the Licensee to control state of the Personal account, to gain access to additional services of the Licensor, and to perform other legal acts. Access of the Licensee to the Personal account shall be arranged subject to technical capability of the Licensor.
- 2.10. **Login/Password** means a combination of digits and letters assigned to the Licensee as a personal identification code intended to enter to the Program and used as an analogue of Licensee's signature to perform legal acts.
- 2.11. **False alarm signal** means transmission of the Alarm signal from the Element system equipment in cases that are not connected with performance of illegal acts with respect to Licensee's Vehicle.
- 2.12. **Account** means an account opened by the Licensor to record settlements with the Licensee. The Licensee's account contain data on all money and credit operations with the Licensee.
- 2.13. **Element telematics system** means a combination of contained in Licensor's databases information and enabling its processing using information technologies and technical facilities.
- 2.14. **Mobile application** means the Program installed on Licensee's mobile devices operating on bases of iOS and Android operating systems, by which the Licensee can gain access to the telemetric information and subject to technical capability to give commands to the Vehicle and equipment of the Element system, to enter and/or amend data in the Licensee's Information Card.
- 2.15. **Equipment of the Element system** means hardware and software installed in the Licensee's Vehicle collecting data on its movement, location, technical condition, and driver's behavior when driving the Vehicle and able to pass the Alarm Signals.
- 2.16. **Communication service provider** means an operator providing services of wireless communication in GSM standard.
- 2.17. **Term of access to the Services** means a period of granting access to the Services to the Licensee valid within a term set by paid by the Licensee license for the right to use the Program Services depending on the Rate Schedule selected by the Licensee.
- 2.18. **Instructions** means this document, amendments, and alterations to it.
- 2.19. **Law-enforcement authorities** means public authorities that pursuant to Russian legislation ensure security of citizens and property of citizens.
- 2.20. **Party** means the Licensor and the Licensee mentioned together.
- 2.21. **Term of the License Agreement** means term when the License Agreement remains in legal force.
- 2.22. **Insurance company/Insurer** means an insurance organization incorporated according to Russian legislation to effect insurance with which the Licensee entered a relevant contract for purposes of Vehicle insurance.
- 2.23. **Vehicle** means vehicles intended for road transport of passengers and freight, on which equipment of the Element system is installed.
- 2.24. **Territory** means territory of the Russian Federation covered by communication of GSM standard and GPS/GLONASS signals. The Territory definition also covers any other ground surface covered by communication of GSM standard and GPS/GLONASS signals provided that the Licensee notified the Licensor on a need to activate a roaming service as least 5 (five) working days before border of the Russian Federation is crossed.
- 2.25. **Telemetric information** means information about movement of the Vehicle, including about rapid acceleration, braking, turning movements, driving speed, and idle time.
- 2.26. **Maintenance** means a technological process including a range of works aimed to support good operating condition and/or operability of equipment of the Element system installed on Licensee's Vehicle, provided it is used at its intended purpose. Scheduled maintenance shall be held once per year, corrective maintenance – in case of fault on the Element system equipment.

- 2.27. **Rate schedule** means a license fee for the right to use the Program and a list included in the License services provided by the Licensor to the Licensee.
- 2.28. **Alarm signal** means a message received from equipment of the Element system according to its functional capacities by Licensor's CC.
- 2.29. **Alarm information** means information received by Licensor's CC from equipment of the Element system or from the Licensee, and processed according to algorithms of the Licensor allowing with a certain probability to deduce that illegal acts, including theft of the Vehicle, are committed.
- 2.30. **Services** means management and monitoring of the Vehicle, finding of location and parameters of Vehicle movement by GSM/GPS/GLONASS signals, acceptance and delivery of the Alarm information from the Vehicle to the Law-enforcement authorities for them to take responsive measures and prevention of illegal actions provided by applicable legislation of the Russian Federation.
- 2.31. **Push messages** means short pop-up messages that appear at display of Licensee's mobile device and notify of important events of Equipment operation and Service use.

### **3. PROCEDURE AND TERMS OF EXECUTION, AMENDMENT, AND TERMINATION OF THE LICENSE AGREEMENT**

#### **3.1. Execution of the License Agreement**

- 3.1.1. Access to the Program Services shall be granted basing on the License Agreement executed between the Licensor and the Licensee.
- 3.1.2. The License Agreement shall be executed by implicative actions of the Licensee. Procedure of the implicative actions and their list is set by these Instructions or a particular offer of the Licensor. Executing the License Agreement the Licensor shall be entitled to request from the Licensee, and the Licensee shall be obliged to submit documents that can support information provided by the Licensee to the Licensor.
- 3.1.3. To execute the License Agreement the Licensee shall be obliged to follow a procedure of implicative actions in its Personal account. Instruction on procedure of License Agreement execution shall be posted by the Licensor at website: <http://www.smartdriving.io> and/or in the Personal Account. The Licensee shall accept terms of the License Agreement and these Instructions by pressing ACCEPT button at a final stage of License Agreement execution in Licensee's Personal Account at Licensor's website: <http://www.smartdriving.io, or in the Mobile Application>. Performance of the stated acts shall be a fact confirming execution of the License Agreement between the Licensee and the Licensor. In addition, first registration of the Licensee in the Personal Account or in the Mobile Application shall mean consent of the Licensee to execute the License Agreement.
- 3.1.4. The License can authorize a Licensor's employee or a third party to perform the implicative acts in the Personal Account or the Mobile Application aimed to execute the License Agreement. In this case it is the Licensee that shall be vested with rights and obligations under the License Agreement.
- 3.1.5. Analogue of Licensee's signature under the License Agreement shall be the Login and the Password of the Licensee formed according to these Instructions.
- 3.1.6. After the Licensee performs the implicative acts according to the terms set in cl. 3.1.3. and/or 3.1.4. hereof, copy of the License Agreement shall be sent to the Licensee to e-mail address stated by the Licensee at a stage of License Agreement execution.
- 3.1.7. Before the License Agreement is executed the Licensee shall be obliged to review these Instructions.
- 3.1.8. Execution of the License Agreement shall mean unconditional consent of the Licensee to comply with these Instructions and the User's Guide.
- 3.1.9. The License Agreement shall be executed subject to technical capability to install the Equipment on Licensee's Vehicle.

3.1.10. The License Agreement shall come into force for each Licensee upon its execution and remain valid within a term set by the license and automatically extended for a new term subject to payment for each further license.

### **3.2. Alterations and amendments to terms of the License Agreement**

3.2.1. Amendments to the License Agreement with respect to activation of new Services, change of the Rate Schedule on Licensee's initiative, as well as amendments to the Information Card of the Licensee shall be made by personal visit of the Licensee to Licensor's office with a written request, and subject to technical capability - online, through the Personal Account or the Mobile Application using Licensee's Login and Password that is an analogue of Licensee's signature and confirming that a request for amendments is issued by the Licensee. In case of personal visit to Licensor's office the Licensee shall be obliged to produce an identity document, and if a Licensee's representative visits the Licensor's office, he/she shall be obliged to produce duly certified by the Licensee power of attorney in addition to the identity document.

### **3.3. Suspension/termination of the License Agreement, suspension of access to the Services.**

3.3.1. Having notified the Licensee, the Licensor shall be entitled to suspend granting access to the Services with further termination of the License Agreement without additional notice to the Licensee in cases as follows:

3.3.1.1. if the Licensee fails to meet a payment term, to pay for the license for the right to use the Program Services.

3.3.1.2. if the Licensee fails to maintain the Equipment.

3.3.1.3. if the Licensee fails to visit any Authorized Installation Center to correct a detected fault of the Equipment (corrective maintenance) within 3 (three) calendar days upon notice to the Licensee.

3.3.1.4. if the Licensee fails to perform its obligations provided by these Instructions, the License Agreement, or the User's Guide.

3.3.2. Notice of suspension in granting access to the Services on Licensor's initiative can be given by the Licensor to the Licensee in a form of e-mail message to an e-mail address stated by the Licensee when it registered in the Personal Account or the Mobile Application. The Licensee shall bear risk of effects resulting from failure to receive relevant notices delivered to the e-mail address entered by the Licensee in the Personal Account or in the Mobile Application in cases if the Licensee changed the e-mail address, but did not notify the Licensor thereof and did not change the e-mail address for an actual address in the Personal Account or the Mobile Application. Notices delivered to the e-mail address entered by the Licensee in the Personal Account or the Mobile Application shall be deemed received by the Licensee even if it does use the stated by it e-mail address.

3.3.3. Access to the Services shall be renewed only after the Licensee pays a penalty set by the Licensor, and meets conditions or corrects revealed violations caused such suspension of access to the Services.

3.3.4. The Licensor shall be entitled to terminate the License Agreement unilaterally if the Licensee fails to correct violations of provisions set by the License Agreement or these Instructions upon expiry of 15 (fifteen) calendar days after the Licensee receives a notice from the Licensor of suspension in access to the Services, unless another procedure is set by these Instructions.

3.3.5. Notice of unilateral termination of the License Agreement on Licensor's initiative can be given by the Licensor in writing to the e-mail address stated by the Licensee when it registered in the Personal Account or the Mobile Application.

The Licensee shall bear risk of effects resulting from failure to receive relevant notices delivered to the e-mail address entered by the Licensee in the Personal Account or in the Mobile Application in cases if the Licensee changed the e-mail address, but did not notify the Licensor thereof and did not change the e-mail address for an actual address in the Personal Account or the Mobile Application. Notices delivered to the e-mail address entered by the Licensee in the Personal

Account or the Mobile Application shall be deemed received by the Licensee even if it does use the stated by it e-mail address.

#### **4. CONNECTION OF THE LICENSEE TO THE PROGRAM SERVICES**

4.1. Subject to successful control tests of the Equipment installed in Licensee's Vehicle, the Licensor shall connect the Licensee's Equipment to Licensor's Telematics Platform and start to grant access to the Services to the Licensee within 24 (twenty four) hours upon receipt of the completed Information Card from the Licensee or registration of the Licensee in the Personal Account, unless another starting date of granting access to the Services is stated in the Licensee's Information Card or in the Personal Account. The Licensee cannot state a starting date of granting access to the Services earlier than a date of the License Agreement or before expiry of 24 (twenty hour) hours.

4.2. When the Licensee is granted access to the Licensor's Service, the Licensee shall be provided the Code Word in a SMS message to a mobile phone number which is entered by the Licensee when executing the License Agreement, the Code Word shall be generated by the Licensor.

4.3. The Licensee shall be entitled to change the Code Word by calling to the CC. To change the Code Word the Licensee must name initially assigned Code Word received by the Licensee in the SMS message. After the Code Word is changed, the Licensor shall send SMS message to the Licensee with a new Code Word.

4.4. The Login and Password used to access the Licensor's Services shall be issued to the Licensee in the Personal Account or the Mobile Application. The Login is a number of Licensee's mobile telephone to which formed by the Licensor Password will be sent for the Licensee. The Password can be changed by the Licensee by personal visit to the Licensor's office with a written request, and subject to technical capability - online, through the Personal Account or the Mobile Application using Licensee's Login and Password. In case of personal visit to Licensor's office the Licensee shall be obliged to produce an identity document, and if a Licensee's representative visits the Licensor's office, he/she shall be obliged to produce duly certified by the Licensee power of attorney in addition to the identity document.

#### **5. INFORMATION CARD OF THE LICENSEE**

5.1. The Information Card of the Licensee shall include data and information as follows:

- data of the Licensee (legal entity of an individual);
- data of the Equipment;
- list of the Services to which the Licensee is granted access;
- Rate Schedule of the Licensee;
- other information and data connected with performance of the License Agreement.

5.2. Singing the License Agreement the Licensee shall be obliged to fill in required field in the Information Card of the Licensee or to provide required data to Licensor's employee to be filled in. The Licensor shall reserve a right to repudiate the License Agreement if the Licensee does not enter or partially enter data in the Information Card of the Licensee or fails to provide the Licensor with data to be entered in the Information Card of the Licensee.

5.3. Executing the License Agreement by the implicative actions through the Mobile Application or the Personal Account the Licensee shall be obliged to fill in required fields in the Information Card of the Licensee in soft copy.

5.4. Executing the License Agreement the Licensee shall grant its consent to the Licensor according to terms of the License Agreement and Federal Law dated 27 July 2006 No. 152-FZ On Personal Data to processing of personal data of the Licensee and information received from the Licensee or the Equipment.

5.5. The Licensee can withdraw its consent to processing of personal data and information received from the Licensee or from the Equipment, by personal visit to the Licensor's office with a written request. In case of personal visit to Licensor's office the Licensee shall be obliged to produce an

identity document, and if a Licensee's representative visits the Licensor's office, he/she shall be obliged to produce duly certified by the Licensee power of attorney in addition to the identity document

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

The Licensee shall be obliged:

6.1. to pay the license fee for the Program and the Services fully and within terms according to the Rate Schedule of the Licensee.

6.2. If the Vehicle leaves territory of the Russian Federation for purposes to be able to use the Program and the Services under the License Agreement and connection of roaming services, to notify the Licensor thereof within 5 (five) working days upon crossing of Russian border.

6.3. Upon request of the Licensor, to provide documents confirming ownership, right to use, and dispose of the Vehicle. To provide complete and accurate information when filling in the Licensee's Information Card.

6.4. To notify the Licensor of change in data stated in the Licensee's Information Card, termination of ownership and/or right to use the Vehicle where the Licensee's equipment is installed within the term not exceeding 3 (three) working days after relevant amendments come into force. Due notice of the Licensee to the Licensor shall be personal visit to Licensor's office with a written required, and subject to technical capability - online, through the Personal Account and the Mobile Application using the Login and Password. To verify relevant amendments the Licensor shall be entitled to demand documents supporting the amendments from the Licensee. In case of personal visit to Licensor's office the Licensee shall be obliged to produce an identity document, and if a Licensee's representative visits the Licensor's office, he/she shall be obliged to produce duly certified by the Licensee power of attorney in addition to the identity document. The restated Information Card of the Licensee shall be sent to the licensee to the e-mail address stated in the Personal Account or the Mobile Application.

6.5. To review the user's Guide, to comply with its requirements properly, to make third parties using the Licensee's Vehicle aware of the Guide, to explain them rules of Equipment operation, and effects of failure to meet them.

6.6. Executing the License Agreement to read these Instructions and Rate Schedules of the Licensor.

6.7. To contact the Licensor's CC immediately in cases as follows:

6.7.1. when faults of the Equipment operation are defected or suspected;

6.7.2. in case of loss of the Equipment, SIM card (in case of theft, damage of the Equipment, etc.), and unauthorized dismantling of the Equipment.

6.7.3. in case of Vehicle theft or other illegal acts committed by third parties with respect to the Vehicle.

6.8. If any fault is detected in operation of the Equipment (if it is provided by functionalities of the Equipment) and/or there are doubts with respect to faults in its operation, to refer the Vehicle to correct the faults within a term agreed with the Licensor.

6.9. To use best efforts to prevent generation of the false alarm signals from the Equipment, processing results of which do not confirm the alarm information with respect to the Vehicle.

6.10. To prevent the false alarm signals from the Equipment, to notify the Licensor preliminary of holding maintenance or repair of the Vehicle and upon completion of the repair to hold verification of Equipment operability.

6.11. To maintain the Equipment according to requirements of Equipment operation documents at any Authorized Installation Center, list of which is contained in documents for the Equipment or at the official website of the Licensor.

6.12. To guarantee opportunity to contact by phone the Licensee or Licensee's contact persons stated in the Licensee's Information Card 24 (twenty four) hours a day.

6.13. If the Licensee is not an owner of the Vehicle, to provide the Licensor with data on an owner (full name) stating a contact phone.

6.14. Not to disclose the Code Word and/or the Login and the Password to the Personal Account and the Mobile Application, to refrain from their storage in the Vehicle, not to disclose other specified by the Parties confidential information to third parties. In case of distribution of this information, the Licensee shall be obliged to notify the Licensor thereof.

6.15. To grant free access to Licensor's employees (authorized by the Licensor persons) to execute works required to perform the License Agreement, as well as to hold inspections, repair, and maintenance of the Equipment.

6.16. Not to allow unauthorized connection of equipment and other devices to the Equipment. To use the Equipment only to gain access to the Program and the Services provided by the License Agreement.

6.17. Not to use the Program Services for illegal purposes, as well as not to take actions inflicting damage to the Licensor and/or third parties, not to take actions preventing adequate functioning of the Equipment, software of the Licensor and third parties.

6.18. Not to use the Equipment to provide services to third parties.

6.19. To recover losses of the Licensor to the fullest extent (actual damage and lost profit) incurred in view of forced suspension of the Services due to damage and/or idle time of Licensor's equipment through Licensee's fault.

6.20. Not to assign rights and obligations provided by the License Agreement to third parties.

**The Licensee shall be entitled:**

6.21. to receive information about principles of Equipment operation by reading the User's Guide posted at Licensor's website: <http://www.smartdriving.io>.

6.22. to receive information about account balance by telephones of the Licensor, at Licensor's office, in the Personal account, or the Mobile Application.

6.23. At any moment within the term of the License Agreement to withdraw its consent to processing of Licensee's personal data and information received under the License Agreement from the Licensee or the Equipment.

**The Licensor shall be obliged:**

6.24. to grant paid by the license fee round-the-clock access to the Program and the Services, every day without breaks, except for a period of scheduled preventive and emergency works.

6.25. to grant access to the Services provided by the License Agreement and the Rate Schedule selected by the Licensee.

6.26. not to disclose personal data received under the License Agreement from the Licensee or the Equipment to third parties, except for cases when it is not prohibited by the License Agreement, the Instructions, or disclosure of information and/or data is required by applicable legislation of the Russian Federation.

**The Licensor shall be entitled:**

6.27. to hold schedule preventive works.

6.28. Granting the access to the Services the Licensor shall be entitled to involve Communication service providers having required communication licenses.

6.29. The Licensor shall be entitled to collect traffic passed through the Equipment and forwarded to the Licensee, and record received data in calculation of license value for the granted access to the Services.

6.30. to change amount and terms of payment of the license fee provided according the License Agreement connected with amendment of applicable legislation of the Russian Federation and/or applicable Rates.

6.31. To change configuration of the Equipment not resulting in changes in the list of used Services without prior notification of the Licensee.

6.32. To execute the License Agreement with a new Vehicle owner subject to producing a document certifying its ownership right to the Vehicle.

- 6.33. To notify the Vehicle owner of Vehicle location.
- 6.34. To notify the Insurance Company, where the Vehicle is insured, of termination or suspension of access to the Program Services under the License Agreement.
- 6.35. To set and/or change Rate Schedules, some Rates, to set other price terms applicable to granting access to the Services, subject to giving a notice to the Licensee at least 10 (ten) calendar days before introduction of the stated changes by posting relevant information at the website: <http://www.smartdriving.io> or other mass media. The Licensor shall be entitled to notify the Licensee additionally of the changes by posting information about the changes at Licensor's offices or otherwise.
- 6.36. To demand full recovery of value Licensor's equipment reconditioning in case it is damaged by the Licensee.
- 6.37. To provide (send) information to the Licensee, including advertising materials, about the services, methods and terms of granting access to them and order according to requirements of applicable legislation of the Russian Federation.
- 6.38. According to the Rate Schedule and subject to technical capability to block Vehicle engine if the CC receives the Alarm Information from the Equipment or the Licensee.

### **Special terms**

- 6.39. The Licensor shall take all reasonable acts and measures to guarantee proper operation of the Equipment and the offered software, but it cannot be responsible for acts or omissions of third parties and insuperable force factors that can interfere with operation of the Equipment and software.
- 6.40. in case of unauthorized reinstallation of the Equipment and/or Equipment software by the Licensee, the Licensee shall not be responsible for possible malfunctions in operation of the Equipment and/or Equipment software. If upon reinstallation of the Equipment software and/or the Equipment the Licensee is not able to re-establish connection with the Element telematics system by its own forces, it can visit the Authorized Installation within agreed by the Licensor terms to correct the detected faults. In this case restoration works shall be paid by the Licensee.
- 6.41. Period of emergency and restoration works shall be set by the Licensor. If it is impossible to control an accident within the term set by the Licensor, the Licensor shall be entitled to notify the Licensee of extension of the period of emergency and restoration works. Provisions of this clause shall cover holding of the emergency and restoration works of licensor's subcontractors in case if services of subcontractors are required by the Licensor to perform the License Agreement.
- 6.42. The Licensee shall be notified of the scheduled preventive works in advance before commencement of the stated works. Notice given by the Licensor to the Licensee by one of listed ways: by telephone, e-mail, using SMS message, push messages, shall be deemed to be a proper notice.

## **7. RESPONSIBILITY OF THE PARTIES**

- 7.1. The Licensor shall not be liable for any costs of the Licensee, losses, or damage that can be inflicted to the Licensee in course of using the Services.
- 7.2. The Licensor shall not be responsible for acts or omissions of the Law-enforcement Authorities, for quality and temporary inoperability of GSM communication channels provided by the Communication Service Provider, as well as for stability of GPS/GLONASS satellite system operation. The Licensee is notified and agree that operation of the Equipment depends on a number of factors not controlled by the Licensor.
- 7.3. The Licensor shall not be liable for losses of the Licensee, including lost profit due to delayed execution (performance) of Licensee's deals, as well as for indirect losses of the Licensee caused by faults in operation of the licensor's equipment.
- 7.4. The Licensee shall assume full responsibility and risks connected with use of materials, information, advertisement, goods, and services received by it from Licensor's partners.

7.5. The Licensee shall assume full responsibility for security of its Login, Password, and the Code word, and for losses that it can incur due to unauthorized use of its access channel to the Services by third parties. The Licensor shall not be liable for and recover losses arisen as a result of unauthorized access of third parties to information about the Licensee's Account and its Personal Account.

7.6. If the Login, Password, and the Code Word is used by several persons, the Licensee shall be entitled to change them.

7.7. the Licensee shall be solely liable for damage inflicted to it, its Vehicle, and property, or third parties, Vehicle and property of third parties in cases:

7.7.1. refusal to use the Services (or their part);

7.7.2. false signal received through Licensee's fault;

7.7.3. repair, opening of the Equipment not by the Authorized Installer or the Authorized Installation Center of the Licensor;

7.7.4. violation or failure to perform terms of the License Agreement, these Instructions, and the User's Guide;

7.7.5. suspension of access to the Services by the Licensor through the Licensee's fault;

7.8. The Licensee shall be solely responsible for violations of Traffic Rules and/or parking rules committed by the Licensee in operation of the Vehicle with the installed Equipment. Penalties, fines, and other costs connected with violations of the Licensee (including for vehicle impoundment) shall be paid by the latter and shall not be subject to recovery by the Licensor.

7.9. The Licensee shall be responsible to the Licensor in cases as follows:

a) failure to pay or delayed payment of the License Fee for the right to use the Program and the Services;

b) violation of Equipment operation rules;

c) violation of prohibition to connect to the Equipment technical facilities not complying with its requirements;

d) taking actions resulting in faults of the Licensor's Equipment and communication network of the Communication Service Provider.

7.10. The Licensor shall be entitled to impose a fine on the Licensee at the rate of annual License Fee for Licensee's failure to comply with cl. 6.4 hereof.

7.11. The Licensor shall be liable to the Licensee at the rate of annual License Fee set by the rate schedule selected by the Licensee.

7.12. The Licensor shall be indemnified for partial or complete default under the License Agreement, if it is a result of breach of obligations by Licensor's subcontractors, unavailability of required to perform obligations goods/services at a market, as a result of financial and economic crisis in the Russian Federation or the world, changes in exchange rates of ruble/euro/US dollar, depreciation of the national currency, imposition of international sanctions to the Russian Federation, individuals, legal entities, or economic sectors of the Russian Federation, amendments to legislation of the Russian Federation related to contract relations of the Licensor and the Licensee, illegal acts of unidentified persons, as well as suspension of Licensor's activity basing on a resolution of a public authority (local government authority) or an officer.

**Appendix to  
the Instructions on Use of the Program Services**

**INFORMATION CARD OF THE LICENSEE**

<b>SALES OUTLET</b>	Full name of the representative:
	E-mail address:
<b>VEHICLE OWNER</b>	
	<b>Mobile phone</b> (will be used as the login to register in the Mobile Application and the Personal Account):
<input type="checkbox"/> Licensee	
<input type="checkbox"/> No, name of a company/full name of the owner:	<b>CONTACT PERSONS</b>
	No. 1
	Full name:
	Mobile phone:
<b>LICENSEE</b>	No. 2
<b>INDIVIDUAL</b>	Full name:
Full name:	
	Mobile phone:
	No. 3
Passport data (number/series, data and issuing authority):	Full name:
	Mobile phone:
Address of registration:	<b>VEHICLE</b>
	VIN:
Mailing address:	Registration number of the Vehicle:
	Make:
	Model:
E-mail address:	Year of manufacture:
	Color:
<b>Mobile phone</b> (will be used as the login to register in the Mobile Application and the Personal Account):	Insurance company: Third party liability insurance _____ Full comprehensive insurance _____
<b>LEGAL ENTITY</b>	<b>EQUIPMENT</b>
Company:	Set number:
Full name of the manager:	
	Rate schedule:
Mailing address:	Numbers of issued marks:
	<input type="checkbox"/> Mark No. 1 _____ <input type="checkbox"/> Mark No. 4 _____
	<input type="checkbox"/> Mark No. 2 _____ <input type="checkbox"/> Mark No. 5 _____
OGRN:	<input type="checkbox"/> Mark No. 3 _____ <input type="checkbox"/> None
TIN/KPP:	
Contact phone:	Additional services:
E-mail address:	<input type="checkbox"/> Remote starting <input type="checkbox"/> Assistance on roads
	<input type="checkbox"/> Other (fill in) _____
Account:	
Bank:	
Correspondent account:	
BIC:	

**DATE OF SERVICE COMMENCEMENT:** \_\_\_\_\_, 20\_\_      **LICENSEE'S SIGNATURE** \_\_\_\_\_  
seal here

\* Hereby I grant my consent to processing of personal data and information according to Federal Law dated 27 July 2006 No. 152-FZ On Personal Data.