

## **License Agreement – Contract of Accession (Offer)**

ATTENTION: using “Element” Automobile Monitoring Telematics System (hereinafter referred to as the “Element system”), YOU AGREE TO COMPLY WITH TERMS AS FOLLOWS:

LICENSE AGREEMENT OF “SDL” LLC FOR USE OF PROGRAMS AS FOLLOWS:

- 1) Program of vehicle fleet management and monitoring by web-access for a legal entity (intended to be used on a PC);
- 2) Program of vehicle fleet management and monitoring by web-access for an individual (intended to be used on a PC);
- 3) Program of vehicle fleet management and monitoring by a mobile application for Android OS for an individual (intended to be used on a mobile device);
- 4) Program of vehicle fleet management and monitoring by a mobile application for iOS for an individual (intended to be used on a mobile device).

Hereinafter collectively referred to as the “Programs”, and separately – the “Program”.

The stated programs can be provided together or any Program separately.

### **PROGRAM LICENSE AGREEMENT**

PLEASE, ATTENTIVELY READ THIS LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THE LICENSE) BEFORE YOU USE THE PROGRAM OR DOWNLOADING A PROGRAM UPDATE TO WHICH THIS LICENSE IS REFERRED. USING THE PROGRAM OR DOWNLOADING THE PROGRAM UPDATE, YOU SHALL BE OBLIGED TO COMPLY WITH TERMS OF THIS LICENSE. IF YOU DO NOT AGREE WITH TERMS OF THIS LICENSE, DO NOT USE THE PROGRAM AND DOWNLOAD THE PROGRAM UPDATE.

THIS LICENSE AGREEMENT IS A LEGALLY BINDING DOCUMENT THAT MUST BE COMPLETELY READ. AT THE END YOU MUST ACCEPT THIS AGREEMENT AND CONTINUE INSTALLATION OR, IF YOU DO NOT AGREE WITH THIS AGREEMENT, WITHDRAW IT. IN THIS CASE YOU CANNOT USE, INSTALL OR WORK WITH THE PROGRAM AS DESCRIBED BELOW. HAVING INSTALLED THE PROGRAM, YOU ACCEPT THE TERMS OF THIS AGREEMENT.

This License Agreement (hereinafter referred to as the “Agreement”) is a legal agreement between the Customer (hereinafter referred to as the “Licensee”) and “Smart Driving Labs” LLC (TIN 7722322049) (hereinafter referred to as the “Licensor”), it shall come into force for each Licensee after it accepts terms of this License Agreement that is expressed in its implicative acts involving use of one copy provided by the Licensor Program confirmed by payment of issued by the Licensor invoice, as set below, and remain valid within a term set by the License, and automatically extended for a new term subject to payment of each following License for the Program. Details of its use shall be described in this Agreement and at the web-site: [www.smartdriving.io](http://www.smartdriving.io) (hereinafter referred to as the “Website”). The Licensor shall reserve a right to make amendments to this Agreement without prior notice of such amendment to the Licensee. Users of the Program shall be fully obliged to follow amendments to this Agreement.

The Program allows the Licensee to gain access to information received from the Element system installed in the Vehicle (hereinafter referred to as the “Vehicle”). In addition, the Element system includes technical equipment installed on the Licensee’s Vehicle collecting data on its movement and location by GSM/GPS/GLONASS signals, as well as technical condition of the Vehicle and nature of driver’s behavior when driving this Vehicle (such data include, among others, information about rapid accelerations, braking, and fast turns, driving speed, and idle time) (hereinafter – the Information). The Program also enables remote control of some Vehicle functions that depend on a make and model of the Vehicle where the Element system is installed.

Terms of Program use shall be regulated by this Agreement and contained in this Agreement, and at the Website. Terms of using particular functions of the Program that within scopes of the License Agreement are deemed the Services, are set in Instructions for use of the Program Services (Appendix hereto, that is an integral part of this Agreement).

The License Agreement shall be executed by taking implicative acts by the Licensee. In this case written form of the License Agreement shall be deemed to be complied with. Instructions for use of the Program Services or a concrete offer of the Licensor shall set ways and procedure of execution, amendment, and

termination of the License Agreement.

## 1. Titles and non-disclosure of information.

### 1.1. Titles.

The Licensee agrees that the Program and authorship, systems, ideas, methods of operation, documents, and other information contained in the Program, shall be intellectual property and/or a commercial secret of the Licensor and/or its partners, suppliers, and protected by Russian and international legislation. The Licensor and/or partners, suppliers shall reserve all rights for the Program, including without limitations any corrections or other modifications of the Program made by the Licensor or any third party, and all copyrights, right to the commercial secret, trademarks, and other rights of intellectual property to it. Ownership, installation, and use of the Program shall not give a right of intellectual property for the Program to the Licensee, and the Licensee shall not acquire any rights to the Program except for cases expressly stated in this Agreement. The Licensee acknowledges that the License as set herein below, provided according to this Agreement, shall grant only a right of limited use to the Licensee according to provisions and terms of this Agreement. The Licensor shall reserve all rights not expressly provided to the Licensee in this Agreement.

1.2. The Licensee agrees not to modify or otherwise change the Program. The Licensee cannot delete or alter notices of copyright and other notices of titles.

1.3. Using the Program, and having acknowledged its consent to terms of this Agreement, by taking the implicative acts, the Licensee admits acceptance of any terms of program use that can be specified at the Website and/or in the Program in respect to some functions of the Program.

1.4. The Licensor pays special attention of the Licensee to a need to review terms of this Agreement attentively. Terms of this Agreement can be accepted by the Licensee exclusively in full scope, if the Licensee does not agree with at least one of offered in this Agreement terms, such Licensee cannot acknowledge its consent to terms of this Agreement, as well as to use offered by the Licensor Program. If the Licensee agreed with terms of this Agreement by taking the implicative acts, such Licensee shall be deemed to be agreed with terms of this Agreement and terms of Program use to the fullest extent, and cannot refer to disagreement with terms of this Agreement.

1.5. To use some Programs, your device, including the Mobile Device (using a SIM card) where the Program is installed, must connected to a GSM network, or Wi-Fi or a cellular data transmission network.

1.6. The Licensee acknowledges that some functions of the Program transmit data, and such transmission of data can result in payments within scopes of the Licensee's Rate Schedule. The Licensee shall be liable for such payments.

### 1.7. Services and materials of third parties.

The Program can grant access to maps and other functions (services), and websites provided by the Licensor and third parties (hereinafter collectively and separately referred to as the Services). Such Services can be available not in all languages and all countries. To use these Services access to the Internet shall be required. To use some Services your consent to additional services can be required, and additional payment can be charged for such Services. Using this Program or another Service the Licensee shall accept applicable terms of using these Services.

1.8. Maps. Functionalities of maps in the Program (hereinafter referred to as the Maps), including accessibility of map data can differ depending of a region. When the Licensee uses any functions of the Maps connected with finding of location, different information connected with Licensee's location and data on use of the Element system can be sent in real time for purposes of processing and response to Licensee's request and assistance in improvement of the Maps. Such data on location and use shall be collected in a form that makes identification of the Licensee impossible. Using the Maps, the Licensee shall grant to the Licensor, its partners, and agents a right to transfer, collection, storage, processing, and use of this information to provide and improve functions and services of the Maps, and other products and services of the Licensor.

## 2. Exclusive rights.

2.1. The Licensor guarantees that it holds all rights to the Program required to perform terms of this Agreement.

All rights to the Program (including but not limited to any databases, graphic images, texts, additional programs, and other items of copyrights included in the Program) accompanying its materials in hard and soft copy, and any copies of the Program shall be ownership of the Licensor and its partners. All titles and copyright to the databases and other content access to which is granted by the Program shall be owned by

holders of property and copy rights to these databases and their content, and protected by laws and other regulations applicable in the Russian Federation, as well as international regulations accepted in the field of copyright.

2.2. Use of the Program violating this License Agreement shall be deemed violation of applicable copyright legislation and shall be a reasonable cause to deprive the Licensee (final user) of rights provided with respect to the Program.

The Licensor shall grant non-exclusive right to the Licensee to use the Program in personal non-commercial purposes except for the program provided to legal entities for purposes of commercial activity.

### 3. Restrictions.

The Licensee shall be obliged not to engage in and not to allow other individuals and legal entities to engage in activity as follows:

- to use the Program for direct profit taking, except for cases provide by this Agreement;
- to lease out the Program or to provide it for temporary use;
- to use the Program to provide network services, including by streaming at Internet websites, both on a commercial, and non-commercial basis;
- to create conditions intended to use the program by people not having personal rights to use this Program (including people working in one network or multiuser system with the Licensee), or reassign the License for the Program;
- to public any fragments or components of the Program in the public domain, including, by providing other parties opportunity to copy them;
- to try to come round restrictions in the Program;
- to effect direct access to data of the Program, to study a structure and storage format of the Program, to modify data that are components of the Program, to modify (improve) and adapt the Program, to disassemble, decompile (to convert a complied code in a source text) of the program, databases, other components of the Program;
- to make amendment to the compiled code of the Program or databases, except for those that are made by instruments included in the Program set and described in accompanying materials;
- to assign rights to use the Program to third parties, except for cases provide by this Agreement;
- to take any acts with respect to the program violating laws and other regulations applicable in the Russian Federation, as well as international regulations applicable in the field of legal protection of computer programs and databases.

### 4. Limited guarantee, limitation of responsibility.

4.1. The Licensor guarantees operability of the Program subject to terms specified in this Agreement.

4.2. In other respects, the Program is provided "as it is". The Licensor does not guarantee that the Program complies with expectations and presentations of the Licensee, analogues, standards not described in accompanying documents, and it does not include errors. The Licensor and holders of exclusive rights to the Program shall not be responsible in any way for direct and indirect effects of Program application, including those that arise due to possible errors or misprints in the Program.

4.3. The Licensor does not guarantee compatible operation of the Program with software and equipment of third parties and organizations, especially with equipment and software issued later than this version of the Program.

4.4. The Licensor shall not in any way be liable for any damage caused by an error in the Program (including errors in computer program and documents).

The Licensor shall not be in any way liable for damage caused by inability to use the Program for any particular purpose, error, or non-interaction with any other systems, devices, or services (for example, software and hardware).

4.5. Neither oral nor written information of the Licensor or its authorized representative can be considered as warranty obligations. In case if in a device where the Program is installed any defects are found, any maintenance, correction or repair shall be made by owners of such device.

### 5. Fee.

5.1. The Licensee shall pay the license fee to the Licensor for the right to use the Program according to a selected License in an amount stated in an issued invoice.

5.2. The Licensee shall pay issued by the Licensor invoice by transfer of 100% of the amount stated in the invoice.

5.3. The License fee for the right to use the Program shall be set by Licensor's Rate Schedules applicable on a date when the Licensee accedes to this Agreement. Unless otherwise provided by the Rate Schedule, within 3 (three) working days upon execution of the Agreement the Licensee shall be obliged to pay the license fee at the rate provided by the Rate Schedule.

5.4. The License fee for use of the Program and the Services shall be paid by debiting of Licensee's Account by the Licensor (the account is intended to record settlements where all financial transactions with a particular Licensee are shown) according to terms of the Rate Schedule.

The Licensee shall be entitled to specify an amount due for payment by telephones of the Licensor, subject to technical capability – through the Personal Account in the Program, or by personal visit to the Licensor's office.

5.5. The Licensee shall make payment by bank transfer to an account indicated by the Licensor.

5.6. Value of the license fee for the right to use the Program shall be set by the Licensor at the Website and in the Program, and can be changed by the Licensor at its own disposal.

5.7. Access to the Program shall be granted within 5 (five) working days upon payment of the license fee.

5.8. In case if within 3 (three) days upon commencement of using the License to the right to use provided by the Licensor Program, the Licensor did not receive claims of the Licensee connected with scope of provided rights, then it shall be deemed that the non-exclusive right to use the Program and the Services is provided to the Licensee duly and to the fullest extent. Execution of a statement of non-exclusive license transfer and acceptance is not provided by work flow of the Parties.

## 6. Program.

6.1. The Licensee that installed the Program and accepted terms of this Agreement, and made payment for use of the Program, shall gain access to use of the Program.

6.2. Programs installed on Mobile devices operating in a territory of stable coverage of GSM standard and GPS/GLONASS satellite systems, including outside territory of the Russian Federation, provided that the Licensor pays the Roaming Services provided by the Rate Schedule in due time.

6.3. SIM card installed in the Element system is owned by the Licensor. The Licensee shall not acquire any property rights to the SIM card, it shall not be entitled to use or modify the SIM card. The Licensee shall not be also entitled to remove, reinstall, repair, or to take any similar acts with Licensor's SIM card without authorization.

## 7. Amendments.

7.1. The Licensor shall reserve a right to make amendments to composition of available to the Licensee list of Information. In addition, such amendments can be introduced both with respect to a complete list of contained in the Program Information, and with respect to some parts of such list. In view of the foregoing, such amendments can be made both in a form of addition, and in a form of exclusion of some positions from the list of Information.

7.2. Due to technical reasons the Licensor shall be entitled to amend, suspend, or terminate operation of the Program giving a relevant notice to the Licensee.

## 8. Responsibility

8.1. The Licensee shall be solely and fully responsible for its use of the Program, for possible violations of terms of this Agreement by the Licensee, as well as legislation applicable with respect of Program use, and possible effects of such violations, including for possible damage that can be inflicted to the Licensee in view of such violations. The Licensor shall not be liable in any way to the Licensee in such cases.

8.2. The Licensee acknowledges that having confirmed its consent to terms of this Agreement by taking the implicative acts having started to use the Program, thereby agreement executes having full legal force between itself and the Licensor, thus guaranteeing its intent to comply with terms of this Agreement.

8.3. Accepting terms of this Agreement, the Licensee thereby agrees that the Licensor cannot bear aggregate responsibility to the Licensee with respect to claims and/or actions of such Licensee for an amount exceeding amount of payments actually received by the Licensor from such Licensee in view of Program use.

8.4. The Licensor shall be indemnified for partial or complete failure to perform obligations under this Agreement if it is caused by circumstance of insuperable force (force majeure: natural disasters, military operations, amendments to legislation, etc.), resulting in inability to perform the Agreement.

## 9. Territory.

9.1. This License Agreement shall be valid all over the world.

#### 10. Export control.

10.1. The Licensee shall not be entitled to use or otherwise export or re-export the Program, except for those cases when it is allowed by legislation of the Russian Federation and jurisdiction(s) where the Program was bought. In particular, among other matters, the Program cannot be exported or re-exported to countries with respect to which the Russian Federation introduced sanctions and/or other restrictions. Using the Program, the Licensee agrees not to use the Program in any purposes prohibited by the Russian, including, among other matters, development, design, manufacture, or production of any type of weapon.

#### 11. Personal data.

11.1. Executing this Agreement, the Licensee shall grant its consent to a fact that to execute and/or perform this Agreement, and to comply with applicable legislation of the Russian Federation the Licensor processes personal data of the Licensee and information received under this Agreement from the Licensee and/or the Element system. The Licensee does not object a right of the Licensor to assign processing of Licensee's personal data and information from the Element system to third parties and/or organization, if it is required to perform the Agreement. Additional consent of the Licensee to assignment of personal data processing by the Licensor to third parties and/or organizations shall not be required. Processing of personal data of the Licensee and information shall mean any act (operation) or a series of acts (operations) taken using automation equipment or without such equipment, including collection, transfer (distribution, provision, and access), cross-border transfer, record, systematization, accumulation, storage, specification (update, amendment), extraction, use, depersonalization, blocking, removal, and deletion. This consent to processing of personal data of the Licensee and information can be withdrawn by giving a written request to the Licensor. The Licensee shall personally be liable for receipt of consent from contact persons admitted to Vehicle operation to processing of personal data and information received by using the Element system.

11.2. The Licensee grants its consent to transfer by the Licensor of Licensee's data and information received under this Agreement from the Licensee and/or the Element system to the Insurance Company where the Vehicle is insured; Vehicle seller and/or a leasing company from which the Licensee bought the Vehicle; Vehicle owner (leaseholder of the Vehicle) that transferred the Vehicle to the Licensee for ownership or use.

11.3. The Licensor shall assume obligation not to disclose Licensee's personal data and information received under this Agreement from the Licensee or the Element system to third parties, except for cases when it is not prohibited by this Agreement or disclosure of personal data of the Licensee and/or information is required by applicable legislation of the Russian Federation.

11.4. Personal data of the Licensee and information received under this Agreement from the Licensee or from the Element system shall be processed by the Licensor to perform this Agreement, including to provide the Services, develop new Services, inform the Licensee on these Services, statistical researches and in other purposes, when it is required by the Licensor to provide the Services directly connected with this Agreement.

11.5. Upon expiry of the term of this Agreement (including in case of its termination), the Licensor shall be obliged to delete personal data of the Licensee and information received under this Agreement from the Licensee or from the Element system, within a term not exceeding 100 (one hundred) years upon termination of this Agreement.

11.6. Subject to mutual consent of the Parties, to improve quality of the Services, to control a technological process, and to prevent possible disputes and discrepancies, the Licensor shall record and archive telephone conversations of the Licensee and keep it, that must not be considered by the Licensee as infringement of its rights for negotiation secret, interference in private, personal, and family life.