The general terms and conditions of the license agreement

TACHO•API

01/2019

§1 Definitions

The words and terms specified herein shall have the meaning as defined below:

1. **TCLA** – the general terms and conditions of the license agreement for the TACHO•API contract.
2. **Drivers' hours** – principles binding during transport and defining the obligatory breaks, driving and resting periods of professional drivers, defined in the Regulations of the European Parliament no. 561/2006, 3821/85.
3. **Customer** – business entity which uses TACHO•API services provided directly by the Partner and indirectly by Infolab.
4. **TACHO•API** – software and IT service, owned by Infolab and made available by Infolab to the Partner and the Customer, which serves for recording and analysis of drivers' hours.
5. **Infolab Hosting** - TACHO•API service model under which Infolab software is installed on the servers maintained by Infolab.
6. **Partner Hosting** - TACHO•API service model under which the software owned by Infolab is installed on the servers maintained by the Partner.
7. **TACHO•API specification** - technical description and communication manual with TACHO•API IT service
8. **Implementation Manual** - a list of advices to carry out the integration and create the Partner interface
9. **Partner’s system** – software and/or the service provided by the Partner to the Customer.
10. **User** – person entitled by the Customer and the Partner to access the Partner’s system to use indirectly TACHO•API services.
11. **Alert service** - TACHO•API module to analyze infringements committed by the drivers, which informs about upcoming required breaks and rests.
12. **Report service** - TACHO•API module for downloading and displaying reports available in TACHO•API service.
13. **Alert and Report service** - TACHO•API module combining alert service and report service
14. **TS App** - native application for Android system that communicates with TACHO•API, available to users under this License Agreement.
15. **Penalty list** – administrative penalties for exceeding drivers' hours rules
16. **Software activation** – automatic process used to verify the legality of the installed TACHO•API software.
17. **License server** – software installed on the Infolab server, which verifies the validity of the installation of TACHO•API in Partner hosting model.
18. **Driver activation** – process of adding a new driver to TACHO•API.
19. **Service activation** – process for the Partner to assign and add alert service and/or report service to a specific Customer.

20. **Service deactivation** – process of removal of alert service and of report service previously assigned to a given Customer.

21. **Vehicle activation** – process of selecting vehicles owned by the Customer, simultaneously indicating vehicles used by the driver in other companies.

22. **Vehicle deactivation** – process of removing a given license plate number from TACHO•API software.

23. **Summary report** - monthly report, which determines the number of vehicles included in the Alert service or Alert and Report service. While in the Report Service this report presents the number of drivers.

24. **SaaS** - the cloud computing model in which the application is stored and performed on the service provider's computers and is available via the Internet.

25. **Know-how** - the definition adopted by the International Chamber of Commerce in Paris as know-how defines the entirety of the information, i.e. professional knowledge and experience in the field of technology and production process for a given product.

**§2 Subject of the Agreement**

1. The subject of the License Agreement is to regulate the rules of making available a non-exclusive and territorially unlimited license to use TACHO•API by the Partner in the Hosting Infolab model and in the Hosting Partner model.

2. The license referred to in section 1, §2 TCLA, the following fields of exploitation are granted, i.e. the right to:
   - installation of TACHO•API on the partner server in the Partner Hosting model
   - sending information and data to TACHO•API
   - collecting information and data from TACHO•API
   - sending data to the Infolab server to TACHO•API
   - uninstallation from the partner server TACHO•API
   - archiving data and information generated from TACHO•API
   - sharing data and feedback data generated by TACHO•API

3. The Partner provides services to Customer in the scope of their own IT system, by obtaining data from the Customer in the form of files downloaded from the tachograph and/or in the form of driver activity obtained from the recorder that locates the vehicle's position.

4. In compliance with the License Agreement, Partner shall make the data available to TACHO•API, according to the methods defined in the TACHO•API specification.
5. Infolab will provide TACHO•API services based on the given data, as part of the Alert services and/or Report services to the Partner, in accordance with Driver’s Hours rules. The Parties agree that the Partner shall be responsible for the correctness and accuracy of the provided data.

6. Infolab states that TACHO•API software both in Infolab hosting model and Partner hosting model are not sold i.e. there is no transfer of ownership to TACHO•API for the Partner or the Customer. The access to any component of the Infolab software is licensed in compliance with the SaaS (Software as a Service) principle in the Infolab hosting model. In case of Partner hosting model the TACHO•API software is rented for the period of validity of this License Agreement.

§3 Obligations and rights of the Parties

1. The Parties state that they shall inform each other about any modifications of the standards and national interpretations related to the drivers’ hours and about changes of penalties in specific countries.

2. Under the License Agreement, Infolab undertakes to provide technical advice and IT support to the Partner in the scope of correct operation of TACHO•API. In order to provide IT support, the Partner undertakes to provide 24-hour access to Infolab to the Partner's server in the case of the Partner Hosting model. Access to the server does not have to include other components of the Partner System than the TACHO•API software.

3. The Parties agree that the object of this License Agreement is not providing any legal advice related to the rules of drivers’ hours and that the scope of the services does not include representing the customers before law enforcement authorities. This type of service can be a part of a separate agreement.

4. Infolab assures that the analysis of the data and its conclusions comply with currently binding standards and legal provisions related to the drivers’ hours. In case of any amendments to the legislation, Infolab shall introduce the required updates.

5. The Parties jointly represent that any data collected on the Partner’s server or any data to which Infolab has access to shall be treated as strict secret of the Partner or of his customers, and Infolab shall not use this data for any other purpose than the purpose directly related to the execution of the obligations defined herein. Infolab shall also protect such data in a strict manner.

6. TACHO•API software is protected by copyright.

7. All intellectual property rights in respect of software, including copyrights, trademarks and patents, are owned by Infolab.

8. The acquire, installation or use of the Software does not transfer any intellectual property rights, other than as specified in this Agreement.

9. The Parties shall have the right to disclose both the fact and the object of co-operation for marketing purposes.

10. The Parties shall be entitled to use the trademarks of the Partner system, of the Partner, of TACHO•API in the manner required for the performance of the object of the License Agreement, in particular by disseminating them in
a predetermined form, i.e. via the Internet, in promotional, marketing and commercial materials. The use of the
logotypes owned by the Partner and Infolab shall not cause any harm to the other Party.

11. The Parties are obliged to provide each other with information on making technical changes affecting the proper
operation of the service in advance allowing the response and adaptation of the application to the planned changes.

12. The Parties state that their representatives or persons entrusted with the performance hereof shall treat as
confidential any information, the disclosure of which would be contrary to the interest of the other Party. The Parties
shall also not disclose any information obtained under the performance hereof to any third parties without a written
consent of the other Party, unless the need to disclose information is related to the performance hereof or has been
required in compliance with binding legal provisions.

13. The Partner agrees that under this License Agreement and also after its expiry it shall not acquire any rights,
know-how or title to the TACHO-API system and to the layout of reports available in TACHO-API. At the same time
Infolab states that under this License Agreement it shall not acquire any rights, know-how or title to the Partner’s IT
system.

14. The Parties shall cooperate on a permanent basis during the validity of the License Agreement, also in the scope of
the execution of certain service/defect-related activities in case the integration and faultless operation of the systems
are restricted or impeded in any manner.

15. The Partner using TACHO-API in Partner hosting model shall update the software within 14 days from the day on
which such update was made available by Infolab or the Partner is obliged to enable Infolab to remotely upgrade to
its server on a convenient date for both parties.

16. Infolab reserves the right to charge an additional fee for the service of updating TACHO • API by Infolab and/or for
assistance. In the amount determined by negotiation with the Partner.

17. In case of not carrying out the updates within the period specified in section 15, §3 TLC, Infolab shall not bear any
liability for the quality of the provided service.

18. Infolab does not give any statutory warranty or warranty regarding the physical defects of the Software and does not
carry out responsibilities of it.

19. Infolab is not responsible for any losses or damages resulting from the use or impossibility of using the Software
(regardless of whether they were foreseen, could have been foreseen or the Party was aware of the possibility of
their occurrence), and in particular losses of:
- the ability to run a business
- the income losses
- the real or prospected profits
- the prospected savings
- business information
- the reputation
- damage or destruction of data.
§4 Activation

1. To start using TACHO•API it is necessary to conduct Driver’s Activation in compliance with TACHO•API specification. Afterwards it is necessary to conduct Vehicle Activation and Service Activation.

2. In order to start the Alert Service or/and the Report Service it is necessary to conduct Service Activation, which is executed after the completion of Driver Activation.

3. The Partner shall have the right to freely select the scope of service provided to the Customer in relation to the number of vehicles and/or drivers on which the service is active, i.e. the Partner may at his own discretion and in compliance with the customers’ requirements freely add new vehicles/drivers to the service provided by Infolab and he may also exclude specific vehicles from the provision of such service. The Partner acknowledges that he shall be billed for the quantity of all vehicles covered with TACHO•API services on the basis of the Summary Report.

4. The Partner, depending on the Customer’s expectations, shall decide about the selection of the scope of services on his own, i.e. the Alert Service, the Report Service or both these services shall be provided. The services shall be selected by means of Service activation for a given customer in compliance with the TACHO•API Specification. The Partner acknowledges that the summary report includes all necessary information about the monthly usage of specific services.

§5 Protection measures

1. The installation of the TACHO•API service is possible after entering a unique license number, provided by Infolab to the Partner.

2. Any reproduction of installation license numbers of TACHO•API software is strictly prohibited.

3. The installation of TACHO•API software on more than 1 server using the same license number is strictly prohibited.

4. After the installation of the TACHO•API software it is necessary to conduct software activation. It is prohibited to block the software activation process.

5. Any reproduction, copying or unauthorised use of Infolab software is prohibited.

6. TACHO•API software installed in Partner hosting model shall have an unblocked communication with Infolab license server. In case of the lack of communication with the license server, the provision of the TACHO•API service shall be automatically discontinued within 7 days from the moment the communication with the license server is lost. Regardless of the reasons for the lack of communication, Partner shall restore the communication with the license server within 3 days. Blocking the communication with the License Server shall be treated as the non-compliance with the conditions hereof.

7. In case of the discovery of any infringement of the principles described in sections 2-6, §5 TCLA the Partner shall pay a contractual penalty in the amount of 100,000 EUR. The payment of the contractual penalty does not prevent Infolab from claiming compensation for any financial losses incurred by Infolab as a result of negligence or intentional actions as specified in the above in §5 TCLA.
§6 Agreement term

1. The License Agreement is concluded for the time specified in it.
2. During the notice period, the Parties are obliged to cooperate with each other to the full extent resulting from this License Agreement until the last day of the term of the License Agreement.
3. The license agreement, after the period for which it was concluded, automatically passes into a contract for an indefinite period, with the possibility of terminating it with a 3-month notice period, with effect at the end of the calendar month.
4. Infolab shall have the right to terminate this License Agreement with immediate effect after having notified the Partner in writing that he should discontinue to infringe the license conditions in case of a significant infringement of the provisions hereof by the Partner or in case of a repeated infringement of the same type.
5. Infolab shall have the right to terminate this License Agreement with immediate effect if the Partner fails to comply with the conditions specified in §5 TCLA. The termination of the License Agreement due to this type of infringement or purposeful actions taken by the Partner shall not deprive Infolab of the right to claim penalty specified in section 7 §5 TCLA.
6. If any of the Parties files a bankruptcy petition, the other Party shall have the right to terminate the agreement with immediate effect.
7. Any statements related to the termination hereof shall be made in writing under pain of nullity.
8. In case of termination or expiry hereof, the Partner shall remove the TACHO•API software from his own server under pain of additional contractual penalty of 100,000 EUR.

§7 Remuneration and settlement principles

1. Remuneration due to Infolab in relation to TACHO • API licensing covers all fields of exploitation and depends on the number of vehicles activated by the Partner in the process of Activating vehicles to the Alert service and Alert and Report service. For the Report Service, it depends on all Active drivers. The settlement starts in the calendar month in which the driver or vehicle has been activated for at least one calendar day.
2. The amount of remuneration has been specified in the Financial conditions of TACHO•API license. The number of vehicles/drivers subject to final settlement shall be verified by means of the generation of a monthly summary report.
3. The summary report indicates the vehicles owned by the customer and the vehicles used by the driver in other companies. The Partner acknowledges that proper operation of the alert service and the functioning of certain reports in the report service depends on the downloaded data from the vehicles used by the drivers in other companies.
4. The number of vehicles used by the customer's drivers before the driver’s activation shall not influence the remuneration specified in the Financial conditions of TACHO•API license.

5. Deactivation of the activated vehicle / driver results in the obligation to pay remuneration for the calendar month in which the given vehicle / driver was active in at least one calendar day. Deactivation of the activated vehicle / driver causes Deactivation of services assigned to a given vehicle / driver.

6. Deactivation of the service results in the obligation to pay the service fee for the entire calendar month in which the service was active for at least one calendar day.

7. Within 3 months of signing the TACHO • API license agreement, Infolab does not charge a fee for the implementation manual and support for programmers in the field of system integration and creating interface. After this period, Infolab provides paid support to developers in the field of system integration according the hourly rate of EUR 90 net.

8. The Partner has the possibility to carry out a test implementation of the TACHO•API service for each of the potential Customers. The pre-sales implementation period is free of charge and may take a maximum of one month. During this period, system functionalities may be limited. Free pre-sales implementation is possible only in the Hosting Infolab model and can cover a maximum of 5 vehicles / drivers of a given customer. Pre-sale implementations implemented in the Hosting Partner model are payable under the terms set out in section 1 - 2, §7 of the TCLA.

§8 Final provisions

1. The Parties shall execute their liabilities with due diligence and they shall protect the interests of the other Party under the scope of entrusted activities.

2. The Parties shall take every effort to protect the customer's confidential information.

3. If it is impossible to resolve a dispute arising in relation to the execution of the Licence Agreement in an amicable manner, it shall be resolved by local court having jurisdiction over Infolab's office.

4. Any amendments hereto shall be made in writing under pain of nullity.

5. The general terms and conditions of the license agreement are subject to change. Infolab undertakes to inform about any changes via website https://tachoapi.com

6. The TCLA may vary depending on the country and applicable law.

7. In matters not covered by the License Agreement and TCLA, the provisions of Polish law, in particular the Civil Code, shall apply.