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•AP**I 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.**

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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**.

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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 **TACHO•API** 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

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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 **TACHO•API** 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•AP**I 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•AP**I in **Partner hosting mode**l 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. The amount of service will be determined by negotiation with the **Partner.**

17. In case of not carrying out the updates within the period specified in section 15, §3 **TCLA**, **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.

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§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**.

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§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.

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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.

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