

## **Gurtam/TrueTrack Software User Agreement**

Dear User! Before You start using the Gurtam Software, please carefully read the terms of its use contained in this User Agreement. Installation, running or otherwise starting to use the Software means that You are familiar with the text of the User Agreement and that You fully agree with all of its terms and conditions. If You do not agree to irrevocably accept the terms of this User Agreement, You do not have the right to install and use the Gurtam Software and must remove all its components from Your hardware (technical) facilities. The using of the Gurtam Software in accordance with other conditions is not allowed.

### **1. General provisions of the User Agreement**

The words and expressions used in this User Agreement have the following meanings, unless otherwise expressly defined further in the text:

**Gurtam** - a community of affiliated persons entitled to reproduce, distribute the original or copies, rental, import, translation, processing Software and possessing other rights aimed at improving and supporting the Software.

**User Authorization** - access to custom Software functions by using the Access Key.

**“You” and all forms of “You”** - the User.

**Contract** - a legally binding written agreement concluded with the User and (a) granting an User the right to use the Software and/or its separate functionality, (b) which is compliant with the terms of this Agreement, and (c) which becomes effective before the first running of the Software and/or start using its separate functionality.

**Software use** - any use of the Software with the Access Key within its declared functionality.

**Access Key** - login and password provided to the User for identification and access to Software functions.

**User** - a person who has accepted the terms of this Agreement in its or another’s interest in accordance with the requirements of the applicable law and this Agreement.

**Applicable law(s)** - the system of legal norms of the state, defined in the Contract to regulate the relationship between Gurtam and the User arising from the Contract.

**Gurtam Software (hereinafter – “Software”)** - computer program as a whole, and its components separately, which is presented in an objective form as a set of data and commands, including the source code, the databases included in such a program, as well as any documentation on its use, developed and (or) distributed by Gurtam on the basis of the corresponding license, due to its functional features and technical characteristics to be installed on the hardware (technical) facilities of the Users in order to use its consumer properties. The Software for the purposes of this Agreement means both the Software as a whole and its individual components, as well as computer programs which the Software composed of or used with the Software or databases used separately, additional software modules and/or extensions (configurations), and all subsequent updates, versions and modifications developed and/or distributed by Gurtam under an applicable license.

**Agreement** - this User Agreement with all amendments and changes.

**Technical documentation** - User manuals and reference instructions for installation and technical use of Software.

### **2. General warranties:**

By deciding to use the Software, You acknowledge that:

**2.1.** You acquainted with the terms of this Agreement in its entirety before using the Software.

**2.2.** You accept all the terms of this Agreement in its entirety without any exceptions and limitations on Your side and agree to abide by them or to stop using the Software without any compensation. If You do not agree with the terms of this Agreement and/or do not have the right to conclude a Contract based on them, You should immediately discontinue any use of the Software.

**2.3.** You have the authority to bind yourself to the terms of this Agreement and any applicable order and further warrant that You shall be responsible for a breach of such terms.

### **3. Rights to use and/or distribution of Software and access to Software**

**3.1.** You must to conclude the Contract in order to use and/or distribute the Software and/or render services according to that Contract. Gurtam grants You a nonexclusive right to use the Software You order under the Contract and this Agreement and a nonexclusive right to distribute such Software to another Users pursuant to a Contract with another User. Prior to granting rights to use the Software or distributing Software or rendering services, You must obtain an order from the other User for the Software and/or services ordered, which order and Software shall be subject to a valid Contract with another User. You may distribute only the Software for which You have previously acquired a supported distribution license. Each distributed and/or granted to use Software shall be subject to the terms of this Agreement and the terms

provided in the Contract with another User. The programs must be distributed completely and cannot be provided separately; services can be provided by You in relation to any of the Software functionality. Technical documentation for the Software You order and distribute is delivered with the Software, or the technical documentation may be accessed on the official sites of Gurtam. Gurtam shall inform You of any notices that are related to third party software components (including open source software) that are included in a program and that Gurtam is required to distribute with such Software. These notices shall be provided to You in at least one of the following ways, at Gurtam's sole discretion: (a) automatically installed with the Software; (b) in the Software technical documentation; or (c) via a supplemental list. You shall reproduce all third party notices in an appropriate location in the Software and/or in its related documentation, as required by the applicable notices or as otherwise directed by Gurtam. You must provide the following legend on the sign on screen of the Software, or if the Software is a physical device, You must provide the legend on the label for the media containing the Software: "The programs included herein are subject to a restricted use license and can only be used in conjunction with this Software".

**3.2.** The Software use is carried out strictly in accordance with the requirements set forth in the technical documentation, as well as any instructions for Users that can be posted on the official website of Gurtam. The User agrees all of the above mentioned documents are integral parts of this Agreement, the terms of which fully apply to the use of the Software in whole and/or its individual functionality. These documents may be changed unilaterally by Gurtam without any special notification, the new version of the documents comes into force from the moment of their publication, unless otherwise provided by the new versions of the documents.

**3.3.** The User independently controls the access rights to the information contained in the Software (administration system) and/or the User's personal account.

**3.4.** Access to the use of the Software is realized only after the User's registration and authorization in accordance with the technical documentation.

**3.5.** The login and password provided to the User are necessary and sufficient information for the User's access to the Software. The User is fully responsible for the safety of the login and password and independently chooses the method of their storage.

#### **4. License to use and terms of acceptable use of Software**

**4.1.** Unless otherwise agreed, Gurtam grants the User the non-exclusive license to use the Software (use the capabilities and resources of one copy of the Software within its functionality) on a reimbursable basis and within the agreed territory according to the Contract. Installation of a single copy of the Software is carried out exclusively on one hardware (technical) facility.

**4.2.** The control of the license is carried out by Gurtam automatically, every month through transfer of non-confidential data from the User's server to the license control server. Blocking or prohibition against delivery of such data on the part of the User suspends the rights to use the Software and/or its individual functionality for the period of blocking or prohibition.

**4.3.** Gurtam has the right to supervise the execution by the User of the terms of Software use, including requiring the User to provide in writing information about the number of hardware (technical) facilities on which the Software has been installed, as well as directly check the User's hardware (technical) facilities.

**4.4.** Gurtam has the right to establish or remove technical restrictions on the use of the Software as a whole and/or its individual functionality, which from time to time will be notified to the User in the form and method at the discretion of Gurtam.

**4.5.** The User may use the rights provided by the Contract on the territory specified in that Contract, unless otherwise agreed. However, this does not mean, that User's objects (own or rented) monitored with the help of the Software may not pass the border of the agreed Software use territory.

**4.6.** Using of the Software by the ways other than described in the technical documentation and this Agreement and allowed by the Contract is strictly prohibited. Gurtam is entitled to restrict or prohibit (block) the use of the Software at its own discretion to individual Users in case of breach of the Contract or the Agreement by the User.

#### **5. Intellectual property law and restrictions**

**5.1.** You do not receive any exclusive rights to intellectual property owned by Gurtam, including any exclusive rights to the Software, patents and trademarks, and Gurtam trade names. Throughout the term of the Contract, You undertake to use the rights to intellectual property objects in strict accordance with the Contract, the Agreement and the GURTAM Brand Guidelines that are in force during some point, and any intangible values derived from the use of Gurtam intellectual property objects should be addressed to favor of Gurtam. After the expiration of the Contract, You agree not to use in any way and not to claim any intellectual property, including, but not limited to, any names, logos, trademarks, models or designs owned by Gurtam, or names, logos, trademarks, models or designs similar to them.

**5.2.** The Software contains trade secrets and confidential information owned by Gurtam and third parties, which are protected by applicable copyright laws, international agreements, and applicable laws of the country of use or purchase of the Software.

**5.3.** All valid titles and rights to materials not contained in the Software, but accessible through the use of the Software, belong to their rightful owners and may be protected by applicable copyright laws or other intellectual property laws and international agreements.

**5.4.** The use by the User of cartographic materials, other images, statistical data and any other information components from the cartographical programs, services, technologies, etc. (hereinafter – programs) providing search and information and other support at creation of illustrative cartographic materials on the basis of the available digital data is possible only by obtaining the corresponding permission by the User from the author or other owner of such programs. Gurtam shall not initiate or control the order of obtaining the specified permission and also does not know and cannot know at the moment of the grant and after the grant of rights to use the Software whether the User infringes the legally protected rights and interests of the author, other owner of programs and any third parties, the international treaties and the current legislation. Gurtam does not bear any responsibility for the unlawfully use by the User of the programs provided herein.

**5.5.** You have no right:

- To use the Software and/or its individual functionalities for purposes not permitted by the Contract and this Agreement, as well as in violation of the requirements of the applicable law and generally accepted practice that does not contradict the terms of the Contract and the Agreement.
- To perform any actions that conflict with or prevent access to the Software or the operation of the relevant equipment, networks, or software through which access is provided.
- To reproduce the Software, that is, to make one or more copies of the Software, except for the case when a copy of the Software is reproduced in accordance with the terms of the Contract.
- To distribute copies of the Software through a sale or other disposition, as well as rent out copies of the Software, unless otherwise agreed with Gurtam. If You have the appropriate permission from Gurtam to distribute the Software, You do not have the right to distribute the Software in a form other than the one in which you received it, without the written consent of Gurtam.
- To use the Software (including distribution if Gurtam provides permission to distribute) and/or its individual functionality under the name defined by Gurtam depending on the type of Software, the rights to use of which are granted under the Contract. Unless otherwise agreed, the User does not have the right to change and/or delete the name of the Software, the copyright notice or other references to the rightsholder.
- To modify, adapt or translate the Software, including making changes to the object code of the Software or its database, including with a view to correcting obvious errors, except for those changes made by the facilities included in the Software package and described in the documentation.
- To disassemble and decompile the Software (convert the object code into the source code of the Software), including programs, databases and other Software components, with the exception of cases and only to the extent explicitly permitted by applicable law.
- To bring the Software to the public in such a way that any person can access the source code of the Software from any place and at any time of their choice.
- To engage in any conduct that may be detrimental to Gurtam or to the Software.
- To enter into any agreement which requires You to take any actions that are in conflict with the terms of the Contract and this Agreement; or
- To permit another Users to use the Software otherwise than agreed between You and Gurtam.

**5.6.** Gurtam reserves any rights not expressly granted to the User.

**5.7.** While using the Software, You will not collect, process, store, distribute information or in any other way contribute to the creation and/or handling of information and/or objects and services that may violate the rights and legitimate interests of third parties, as well as information that:

- contains threats, discredits, insults, denigrates the honor and dignity or business reputation or violates the privacy of other Users or third parties (including Gurtam employees).
- violates the rights of minors.
- is vulgar or obscene, contains obscene language, contains pornographic images and texts or sexual scenes involving minors.
- contains scenes of violence or inhuman treatment of animals
- contains a description of the means and methods of suicide, any incitement to commit it.

- promotes and/or fuel racial, religious, ethnic hatred or enmity, propagandizes fascism or an ideology of racial superiority.
- contains extremist materials.
- promotes criminal activity or contains tips, instructions or guidelines for the commission of criminal acts.
- violates legislation in the field of collection, processing and storage of personal data, legislation on export regulation, anti-corruption and competition law and consumer protection or other similar laws.
- contains advertising or describes the attractiveness of the use of narcotic substances.
- is fraudulent.
- and also violates other rights and interests of citizens and legal entities, society or the requirements of the applicable law.

## **6. Reporting**

**6.1.** Upon request, You will provide Gurtam with a copy of the Contract with another User, and any amendments and documents that together with that Contract form the complete Contract with another User, and any ordering documents or purchase agreements between You and the other User related to the order, with any information reasonably deemed confidential or proprietary removed as the information set forth in such Contract with another User will not be considered confidential information.

## **7. Contract with another User**

**7.1.** It is Your responsibility to ensure that any granting right to use the Software and/or services to the other User is subject to a legally binding contract for the Software and/or services that You provide to the other User. Except as otherwise agreed by Gurtam the Contract with another User must, at a minimum: (1) restrict use of the Software to the scope of the Contract with another User and to the internal business operations of the User; (2) prohibit (a) another User from assigning, giving, or transferring the Software and/or any services ordered or an interest in them to another individual or entity (and if Your User grants a security interest in the Software and/or any services, the secured party has no right to use or transfer the Software and/or any services); (b) timesharing, service bureau, subscription service, or rental use of the Software; and (c) title to the Software from passing to another User or any other party; (3) prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software and prohibit duplication of the Software; (4) disclaim, to the extent permitted by applicable law, Gurtam's liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Software; (5) require another User, at the termination of the Contract with another User, to discontinue use and destroy or return to You all copies of the Software and documentation; (6) prohibit publication of any results of benchmark tests run on the Software; (7) require another User to comply fully with all relevant export laws and regulations of the applicable laws and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (8) notify the User that the Software are subject to a restricted license and that the User is not permitted to modify the Software; (9) not require Gurtam to perform any obligations or incur any liability not previously agreed to between You and Gurtam.

**7.2.** You shall be financially responsible for all claims and damages to Gurtam caused by Your failure to include the required contractual terms set forth above in each Contract between You and another User.

**7.3.** You agree to inform Gurtam promptly if You are aware of any breach of the Contract with another User. You agree to enforce the terms of the Contract with another User between You and another User if Gurtam requests You to do so to protect its interest, or, at Gurtam's request, to assign to Gurtam or its designee the right to enforce such Contract.

## **8. Warranties, Disclaimers and Exclusive Remedies**

By accepting the terms of this Agreement, You understand and acknowledge that:

**8.1.** Except as expressly described in this Agreement, and with the exception of warranties, conditions and representations that cannot be excluded or limited in accordance with the applicable law, the Software, including any documentation, updates and improvements, is provided to the User "AS IS", in accordance with the principle generally accepted in international practice. This means Gurtam is not responsible for the problems arising during installation, updating, supporting and operating the Software (including compatibility problems with other software products (packages, drivers, etc.), problems arising from the ambiguous interpretation of accompanying documentation, inconsistent results from the use of the Software against expectations of the User, etc.).

**8.2.** Under no circumstances Gurtam will be liable to the User for damages, forced business interruptions, loss of business or other data or information, claims or expenses, consequential or incidental damages, as well as lost profits and lost savings caused by use or associated with the use of the Software, as well as for damage caused by possible errors and misprints of the Software.

**8.3.** Gurtam is not responsible for malfunctions of the Software if the Software is installed on the equipment and/or in conjunction with equipment that does not meet the requirements established by the technical documentation for the Software.

**8.4.** Gurtam is not responsible for the Software malfunctions if the User has installed third-party software for which the Software has not been adapted by Gurtam, which can independently change the Software settings, which can slow down or reduce the performance of hardware (technical) facilities, lead to a decrease in the resources of hardware (technical) facilities available for the Software, as a result of which full Software operation becomes impossible, or in the case of unlicensed software installed on hardware (technical) facilities.

**8.5.** The User is given the opportunity to configure Software, including hardware (technical) facilities, for the purpose of using it in its activity. The User is solely responsible for changing the typical settings of the Software and hardware (technical) facilities. Gurtam does not guarantee the operation of the Software if the User intervened in the existing configuration and/or changed the settings of the hardware (technical) facilities in violation of the conditions of technical documentation. Gurtam is not responsible for any actions of the User related to improper use of the Software or User's mistakes when using the Software, including accidental deletion or modification of user data.

**8.6.** The User is given the opportunity to use Gurtam's cloud solutions (apps) within a three-year period from the moment of release of the corresponding Software version according to cl.8.9. of the Agreement. This Agreement applies to the use of Gurtam's cloud solutions (apps) to the extent that does not contradict the nature of such solutions.

**8.7.** You may be provided with technical support services and Software maintenance under the terms of the current Gurtam policy of providing support for five years from the date of release of the corresponding Software version. The general terms and conditions of the Gurtam support policy are published at <https://gurtam.com/en/reglament>. Gurtam reserves the right to change the current support policy at any time without prior notice. In addition to the general rules and terms of the policy for providing support, Gurtam may have specific rules for the provision of support services for individual regions.

**8.8.** This Agreement applies to all subsequent updates/new versions of the Software. Agreeing to install a Software update/new version, the User accepts the terms of this Agreement for the corresponding Software updates/new versions. When updating/ installing a new Software version, the User can select various Software update options, including automatic installation. In this case, the connection with the server, the receipt of updates/new versions and their installation are performed automatically, while at the time of restarting the Software the User is not entered into the system.

**8.9.** Gurtam provides the elimination of Software errors of each Software version within a three-year period from the moment of release of the corresponding Software version. Dates of release of new Software versions are published on the official Gurtam website [www.gurtam.com](http://www.gurtam.com).

**8.10.** Gurtam is not responsible for any direct or indirect consequences of any use or inability to use the Software (including data) and/or damage caused to the User and/or third parties as a result of any use, disuse or inability to use the Software (including data) or its individual components and/or functions, including due to possible errors or malfunctions of the Software, except as expressly provided for by applicable law.

**8.11.** By accepting the terms of this Agreement, You grant Gurtam the right to use Your results from using the Software for statistical purposes free of charge. These rights and/or permission to use the results are granted by Gurtam at the same time as You receive such results for the entire duration of the rights granted to You (term of service) for intellectual property objects for use in all countries of the world.

**8.12.** Gurtam is in no way associated with the materials provided and/or posted (including broadcast) by the User when using the Software, and does not check their content, authenticity and safety of these materials or their components, as well as their compliance with the requirements of the applicable law, as well as that the User has the necessary scope of rights to use them, except for checking the authenticity of the use of the Software.

**8.13.** For any breach of the above warranties, your exclusive remedy, and Gurtam's entire liability, shall be: (a) the correction of Software errors that cause breach of the warranty and the inability to use the Software due to the fault of Gurtam, or if Gurtam cannot substantially correct such breach in a commercially reasonable manner, You may end Your Software license and recover the fees paid to Gurtam for the program license; or (b) the reperformance of the deficient services, or if Gurtam cannot substantially correct a breach in a commercially reasonable manner, You may end the relevant services and recover the fees paid to Gurtam for the deficient services. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

## **9. Indemnification**

**9.1.** In the event Your rights and/or interests are violated in connection with the use of the Software, You should immediately inform Gurtam of this. Therefore You need to send Gurtam a written notification detailing the circumstances and submitting the required documents confirming the violation of your rights and/or interests.

**9.2.** If a third party makes a claim against You or another User that any Software infringes its intellectual property rights, Gurtam where at fault will indemnify You and another User against the claim if You do the following:

- notify Gurtam promptly in writing, not later than 30 days after You receive notice of the claim or sooner if required by applicable law.

- go through an official identification process at the request of Gurtam.
- give Gurtam sole control of the defense and any settlement negotiations; and
- give Gurtam the information, authority, and assistance indicating absence of Your fault and which Gurtam needs to defend against or settle the claim.

**9.3.** If Gurtam believes or it is determined that any of the Software may have violated someone else's intellectual property rights, Gurtam may choose to either modify the Software to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Gurtam may end the license for the applicable Software and refund any fees You may have paid for it and any unused, prepaid technical support fees You have paid for the licenses. Gurtam will not indemnify You or another User if You or another User alter a Software or use it outside the scope of use identified in the technical documentation or if You or another User use a version of the Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Software which was provided to You. Gurtam will not indemnify You to the extent an infringement claim is based upon a program not provided by Gurtam. Gurtam will not indemnify You or another User to the extent that an infringement claim is based upon the combination of any Software with any products or services not provided by Gurtam. Gurtam will not indemnify You for infringement caused by Your actions against any third party if the Gurtam Software as delivered to You and used in accordance with the terms of the Contract would not otherwise infringe any third party intellectual property rights.

**9.4.** If someone makes a claim against Gurtam that a Software, when used in combination with any product or services provided by You, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the Software, You will indemnify Gurtam. This section provides Your exclusive remedy for any infringement claims or damages.

## **10. Ethical Business Practices**

You acknowledge and agree that You and Your owners, directors, officers, employees or agents have not, and will not, make or promise to make payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, for the purpose of obtaining or retaining business or securing any improper advantage, or to any other person or entity if such payment would violate applicable laws or treaties of the country in which made. You agree that any violation of this section constitutes just cause for the immediate termination by Gurtam of the Contract without any liability to You. You will also indemnify and hold Gurtam and its parent company harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this section shall survive the termination or expiration of the Contract.

## **11. Other terms and conditions**

**11.1.** This Agreement may be translated into other languages for convenience, but You hereby agree that all relations by the use of the Software or its individual functionality will be governed by the version of the Agreement in Russian. In the event of any conflict between the Russian version of the Agreement and the translation into any other language, the Russian version shall prevail.

**11.2.** The User independently determines the conditions and procedure for the use of the User's personal account, unless, however, they conflict with this Agreement.

**11.3.** Gurtam has the right to change the terms of use of the Software and the terms of this Agreement at its sole discretion without legal proceedings. Providing Users with the opportunity to make aware of the new version of the Agreement is carried out by publishing Gurtam of a new version of the Agreement on the website <https://gurtam.com/en/wialon/wialon-local/user-agreement>. Changes take effect from the date of posting on the site. No additional notification from Gurtam to make aware Users of the new version of the Agreement is required. With each use of the Software, the User undertakes to review the version of the Agreement. Continued use of the Software will signify User's acceptance of the modified terms.