Licence Agreement of Adhesion for Use of
ADM (c) Neomatica LLC Software for User Telematics Terminals
Produced by Neomatica LLC

Perm, Perm Territory, Russia
(licence agreement version 1.1 of 1.09.2016)

ADM GLONASS/GPS-GSM/GPRS

DEAR USER!

BEFORE USING THIS USER TELEMATICS ADM GLONASS/GPS-GSM/GPRS TERMINAL PRODUCED BY NEOMATICA LLC, PLEASE READ THE PRESENT AGREEMENT WHICH IS A LICENCE AGREEMENT OF ADHESION TO BE CONCLUDED IN WRITING OR IN SOME OTHER FORM SPECIFIED IN THE APPLICABLE LAWS OF THE RUSSIAN FEDERATION CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE AGREEMENT, YOU CANNOT USE THE ADM (C) NEOMATICA LLC SOFTWARE FOR THE ADM USER TELEMATICS TERMINALS PRODUCED BY NEOMATICA LLC. INSTALLATION, STARTUP OR OTHERWISE USE OF THE ADM (C) NEOMATICA LLC SOFTWARE INDICATES YOUR CONSENT TO ALL TERMS AND CONDITIONS OF THE PRESENT AGREEMENT AND TO ITS CONCLUSION IN ACCORDANCE WITH THE PROCEDURE PRESCRIBED IN PARAGRAPH 5 OF ARTICLE 1286 AND ARTICLE 1286.1 OF THE CIVIL CODE OF THE RUSSIAN FEDERATION.

This Licence Agreement (hereinafter referred to as the Agreement) is made by and between you (individual or legal entity), hereinafter referred to as the User, on the one part, and Neomatica Limited Liability Company (hereinafter referred to as Neomatica LLC), on the other part, regarding the ADM (c) Neomatica LLC software incorporating database elements for the ADM user telematics terminals produced by Neomatica LLC (hereinafter referred to as the Software).

The proprietor, Neomatica LLC, is a part which has an exclusive right to the Software, as well as those rights to use the Software as are granted to the User under this Agreement within the relevant territory.

Neomatica LLC grants you the right to use the Software only if you accept all terms and conditions stipulated herein.

Any use or exploitation of the Software means your consent to conclusion of this Agreement. By installing, reproducing, copying or downloading the Software on your computer via electronic communications media, getting access or otherwise using you accept the terms and conditions of this Agreement. In this case, the Agreement is made by and between you as individual when you use the Software personally or legal entity on which behalf the Software is used, on the one part, and Neomatica LLC, on the other part.

If you do not agree to the terms and conditions of this Agreement, or do not want yourself or legal entity you represent (collectively referred to as you) be bound by this Agreement, never install, reproduce, copy or download the Software on your computer, or never get access to it or use it in any other way.

When you reproduce, copy or otherwise use the Software (entirely or partially) or User Documentation, without entering into this Agreement, you break the laws of the Russian Federation and international laws relating to intellectual property. In the event of any violation of the copyrights you will be responsible under the applicable laws of the Russian Federation.

The Software includes the ADM programmes for the ADM user telematics terminals produced by Neomatica LLC (both pre-installed on the terminals, and on the relevant media, including, but not limited to, Internet). The Software also includes information components that incorporate documents and database elements, and are transferred as parts of the Software. Any software components which are provided together with the Software and which use is regulated by separate agreement, the latter agreement will prevail.

1. Subject of the Agreement

Neomatica LLC grants you the right to use the Software (a common (non-exclusive) license) (hereinafter referred to as the Licence), subject to the terms and conditions set out below.

You do not need to keep this Agreement as the document evidencing your right to use the Software granted by Neomatica LLC, since the effective version of the Licence Agreement is published and made publicly available at Internet website: http://en.neomatica.ru/upload/files/license.pdf.

You are obliged to view the effective version of the Licence Agreement at the website of Neomatica LLC prior to use the Software installed on the ADM user telematics terminals and any updated version thereof.

All terms and conditions set out in this Agreement relate to the Software, as a whole, and to all and any of its components separately.

All terms and conditions set out in this Agreement relate to the ADM (c) Neomatica Software installed on any ADM telematics terminal produced by Neomatica LLC, including the software installed on the ADM telematics terminal produced by Neomatica LLC which are in a public turn (owned or lawfully used by the User) at the time of publication of the effective version of this Licence Agreement.

2. Description of Rights

You have the right to use the said software for its intended purpose, in view of which you may reproduce and install the software on an ADM user telematics

terminal produced by Neomatica LLC. The Software may be used subject to the rights and restrictions of the applicable licence in accordance with this Agreement.

The licence under which you may use the Software depends on how you observe its parameters (its options) which is indispensable for determining the scope of rights granted to you by Neomatica LLC.

Any use of the Software beyond the scope of rights granted to you under the applicable licence is a material breach of this Agreement.

3. Types of Licences

3.1 User Licence (PLR) is a version of licence which is granted for the software provided to an ADM user telematics terminal manufacturer by Neomatica LLC only when the Dealer and/or Purchaser of the ADM telematics terminal met all obligations to Neomatica LLC as stipulated by supply agreement or sales contract.

If the software is determined as a user version, you may at any time install and use it on one of the ADM user telematics terminal produced by Neomatica LLC.

3.2 Dealer licence (DLR) is a version of licence which is granted when the Dealer and/or Purchaser failed to meet all obligations to Neomatica LLC as stipulated by supply agreement or sales contract. If the software is determined as a dealer version, you may use it only for commercial value/short term trial or demonstration. You have no right to use it for professional and other activity, including that aims at making profit. This version is subject to restrictions stipulated herein, and has fixed validity period limited to 3 (three) months from the date it is fist used on one of the ADM user telematics terminal produced by Neomatica LLC. The use of the Software under the Dealer licence (DLR) may be ceased or limited without a separate notice upon the licence expiry either through the removal of remote access or automatically. When the Dealer and/or Purchaser meet(s) all obligations to Neomatica LLC as stipulated by supply agreement or sales contract the Dealer licence (DLR) is automatically changed to the User licence (PLR).

*note:
If the software and ADM user telematics terminal produced by Neomatica LLC is provided for short term trial or commercial value, two following provisions will also applied to you:

• the Software may be used for commercial value only for a period of 30 days, unless other period is fixed by Neomatica LLC in writing. In order to use the

Software after the expiration of the above mentioned period, you must contact the company where you purchased the ADM user telematics terminal;

• during the period of commercial value you may use a copy of the Software on an ADM user telematics terminal only for its value. Its use in any other purposes, including comparative analysis or commercial use, is expressly prohibited. After you obtain the User licence (PLR) for the Software, the right to use it is free from the above restriction.

* note:
      If the copy of the Software is provided under the licence with fixed or limited validity period or for rent, you are to observe the provisions laid down in the paragraph below:

• the Software is provided for a fixed period according to the terms of payment and will cease to function upon the expiration of this period. The use of the Software or any attempt to cancel the deactivation function after that period will be a breach of this Agreement, and will also result in violation of the intellectual property rights of Neomatica LLC.

4. Access Code

      If in order to use the Software you need an access code, you are to register the Software purchased from Neomatica LLC, after which Neomatica LLC will store your registration data (login details) according to the principles of confidentiality to which the Company adheres.

5. Validity Period of the Licence

      The Licence for the Software is granted for the entire validity period of the exclusive right for using the result of intellectual activity (subject to the terms and conditions of this Agreement), except when the Software is provided under the licence with fixed or limited validity period or for rent; in such cases, the Software is provided for the fixed period in accordance with this Licence Agreement.

      6. The User has the right to use the Software in accordance with this Licence Agreement throughout the Russian Federation and in the other parts of the world, except for Ukraine and Republic of Kazakhstan, without separate written consent of Neomatica LLC which you can obtain through the company where you purchased the equipment.

7. Restrictions:
You may not:
1) copy or use the Software and documentation, except as expressly authorised by this Agreement;

2) disclose technology, and decompile or disassemble the Software, except as and solely to the extent expressly authorized under applicable law;

3) distribute, lease, rent, sub-license or otherwise assign them to any person without prior written consent of Neomatica LLC;

4) delete, modify or conceal any notes relating to the exclusive rights, labels or marks contained in the Software;

5) modify, translate or transform the Software and documentation, or create any derivatives for any purposes;

6) use any equipment, devices, software or other tools that can be used for circumvention, disablement or deletion of copy protection applied by Neomatica LLC in connection with the Software, or use the Software together with any access code, serial number of other protection device other than those provided directly by Neomatica LLC or its authorised distributor.

ANY USE OF THE SOFTWARE IN CONTRAVENTION OF THE APPLICABLE LAWS OF THE RUSSIAN FEDERATION IS PROHIBITED.

8. Copyrights

The Software, including documentation and its identifications (brand identities), is the intellectual property of Neomatica LLC and other right-holders which (whose) names are indicated in the copyright mark, and is protected by the copyright laws of the Russian Federation and international intellectual property treaties.

The copyright to the Software is owned by Neomatica LLC.

9. Warranty

Neomatica LLC cannot and does not warranty your future results obtained from the Software. Any representations and statements contained in user documentation or provided when sharing information on the Software and its functionality constitute technical information rather than a guarantee or warranty. Neomatica LLC does not warranty trouble-free and continuous operation of the Software. The Licence is granted to the Software "as it is" and with all faults. The entire risk as to satisfactory quality, performance, accuracy and necessary efforts (including those to prevent negligence) rests with you.

Neomatica LLC will not be liable to the User for any damage or lost profit, information or savings resulting from the use or inability to use the Software, even if the Company is expressly advised by the User of the possibility of such damage, or from any claim filed by third party.

Neomatica LLC warranties that the Software ensures all features and functions of the ADM user telematics terminals described in the documentation. Neomatica LLC expressly disclaims any other guarantee obligations, including warranties of merchantability or fitness for a particular purpose. LLC does not warranty trouble-free and continuous operation of the Software.

Responsibility of Neomatica LLC for warranty under this Agreement lies, at the discretion of Neomatica LLC, either in an attempt to eliminate the detected errors or in provision of means to circumvent them.

10. Responsibility

Neomatica LLC will not be liable for any damages (actual damages and/or lost profits) whatsoever arising during the use of the Software or due to the impossibility of using it.

11. Warnings (!!!)

You agree that Neomatica LLC may use the data provided by you in connection with the purchase of the ADM user telematics terminal produced by Neomatica LLC in any manner throughout the entire period of the use of the ADM (c) Neomatica Software.

You agree to provide Neomatica LLC with any information processed or stored in memory of ADM user telematics terminal both by remote gathering of information via public telecommunications networks and by any other means not expressly prohibited by the applicable laws of the Russian Federation.

You agree for using personal data provided to Neomatica LLC in connection with the use of the Software to organise its relationship with you with regard to technical maintenance of the ADM user telematics terminals and technical support for you, as well as for its using in any other way in accordance with the confidentiality policy of Neomatica LLC.

12. Impossibility of Amendments

You have no right to amend the terms and conditions of this Agreement, and all breaches thereof are unjustifiable, until they are duly agreed upon by the parties. No amendments and changes (expressed or implied) will be valid and may not be approved later.

The only exceptions are the cases expressly provided herein.

13. Validity, Amendment and Termination of the Agreement

This Agreement is concluded and will be construed by and in accordance with the laws of the Russian Federation.

The right-holder may unilaterally terminate this Agreement, if the User fails to comply with its terms and conditions, without prejudice to any of its rights, and without any special notification of the User.

The right-holder may unilaterally amend this Agreement without any special notification of the User. Any amendments to this Agreement will be effective immediately upon publication of the revised licence agreement at Internet website of Neomatica LLC: http://en.neomatica.ru

Upon termination of this Agreement the User must destroy all his/her/its copies of the Software (including all of its component parts on any parts, and its updates).

The User may at any time terminate this Agreement unilaterally. In this case, the User must destroy all his/her/its copies of the Software (including all of its component parts on any parts, and its updates).

Upon expiration of the Licence the User must destroy all his/her/its copies of the Software (including all of its component parts on any parts, and its updates).

The terms and conditions of this Agreement will be construed by and governed in accordance with the laws of the Russian Federation. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sales of Goods, which applicability is definitely excluded. If for any reason appropriate judicial institution (competent court) recognizes any term of this Agreement or a part thereof illegal, invalid or otherwise unenforceable, the remaining terms will survive and remain in full force and effect.

Any translation of this Agreement must be done in view of local requirements, and in the event of a dispute between the Russian and any non-Russian versions, the Russian version will prevail to the extent not expressly prohibited by local laws in your jurisdiction.

14. Contact Information Neomatica LLC

Neomatica Limited Liability Company
Legal address: Apt. 608, 38, building A, Serginskaya St., Perm

Place of business: Office 6, 24A Malkova St., Perm
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OGRN (Primary State Registation Number) 1125904006030
Account # 40702810916030004042 with Saratovsky Branch of OTKRYTIE Khanty-Mansiyisk, Public Joint-
Stock Bank
BIC: 046311900
Correspondent account # 30101810663110000900

Dolgov Aleksandr Sergeevich, Director General acting on the basis of the Article of Association
Official web-site of Neomatica LLC: http://www.en.neomatica.ru
E-mail for technical support: support@neomatica.ru