

If you have entered into an “offline” written agreement with Homestretch AG, then this License Agreement applies only to the extent where it does not contradict such written agreement.

LICENSE AGREEMENT

This Agreement (the “**License**”) is entered into between HomeStretch AG, a company with registered address: St. Andreas 13, 6330 Cham, Switzerland (the “**Licensor**”), which is the owner of HomeStretch BIZ mobile application (the “**Application**”) and any entity or individual (the “**User**”), agreeing to these Agreement by clicking “accept” (if this Agreement is provided online) (the “**Licensee**”).

HomeStretch BIZ, a mobile application, which functions as a route optimization suite for businesses and individuals, is an integrated software package (program code, databases, digital map solution and a number of tools for route management, interface and all future updates), is provided on a fee payment basis for entities and individuals. Under this fee the User is granted the right to install the Application on a pre-determined number of individual electronic devices (such as phones or tablets with or without Internet connection) used by employees / contractors of the User for the purposes of route optimization.

1. LICENSE

- 1.1. Exclusive rights to the Application fully belong to the Licensor. The Licensor grants to the Licensee non-exclusive license solely for (i) the use of the Application for the Licensee’s internal business necessities and (ii) copying the Application’s visual content for archival and back up purposes (by making screenshots). Any other form of copying of the Application’s content are strictly prohibited in accordance to the Clause 2.1. of this Agreement.
- 1.2. This License is effective on the territory of all the world, unless a country-specific license was granted. In this case the country-specific license takes precedence. Licensing rights are not assignable except when the Licensor directly authorizes the Licensee in writing to assign its rights under this Agreement.
- 1.3. The initial Term of the License is 30 (thirty) days (“Trial Period”). During the Trial Period the Application is provided to the Licensee free of charge. While using the Application during the Trial Period or after its expiration, the Licensee can make an order for long-term access to the Application on a fee-paying basis through the Application’s “Go to payment” Section.
- 1.4. The Application shall be used by the Licensee’s employees only (“Users”). The rights and obligations of Users in regard to the Application are established in the End User License Agreement, which shall be entered into by every User by the virtue of installing the Application on their device. The conditions of use of the Application are governed by the Application’s Terms of Use.

2. LIMITATIONS OF USE

- 2.1. Any content that is available in the Application is the copyrighted work of the Licensor and / or its suppliers. The Licensee is not allowed to change, decompile, decrypt, disassemble the Application in any way or use the program code of the

Application in any way, change in any way or make derivate works out of the Application or its parts including program code, databases, digital maps and interface design.

- 2.2. This Agreement allows User to add custom routes, signs, notes to the digital maps in the Application for their convenience. These actions shall not be regarded as prohibited modifications of the digital maps or other parts of the Application.
- 2.3. The Application shall be used under the name "HomeStretch BIZ" only. The Licensee is not allowed to change or delete the name of the Application as well as the copyright sign.
- 2.4. Any other rights of the Licensee in regard to the Application not expressly granted by this License are reserved by the Licensor.

3. SUBSCRIPTION AND PAYMENT

- 3.1. In order to use the Application and create accounts for Users, the Licensee shall subscribe for the services provided by the Licensor in the Application. Such subscription is subject to Subscription Fee except for the term of Trial Period. The amount of Subscription Fee depends on (i) the term during which the Licensee uses the Application ("Subscription Period") and (ii) the quantity of accounts to be created for Users.
- 3.2. The Licensee chooses the term for which it intends to use the Application on a fee-paying basis and the number of accounts to be created for Users from the options introduced in the Application's "Price List" Section ("Price List") and pays the respective amount of Subscription Fee. Payments for any additional accounts which the Licensee is intended to create for Users during the Subscription Period are made individually at rates indicated in the Price List.
- 3.3. All payments, subscription renewal and creation of new accounts are made through the account of User authorized by the Licensee to make transactions in regard to the Licensor and renew the subscription for the Application ("Authorized User"). The Authorized User gets access to the Price List, renewal options, account creation options and payment details.
- 3.4. The payment is made either (i) by credit card or (ii) invoiced to the Licensee. Payment by credit card is proceeded immediately after the order for subscription / subscription renewal through the Application. Invoices shall be paid no later than 5 (five) business days after their receipt. Regardless of the way of payment, the payment is irrevocable and non-refundable.
- 3.5. The Licensee is fully liable for provision of true, accurate and up-to-date billing and contact information. The information is provided thorough the account of the Authorized User in "Payment Details" Section of the Application. The Licensee agrees to timely edit billing and contact information if it changes.
- 3.6. The Licensor is fully liable for confidentiality of billing information provided by the Licensee. The Licensor agrees to retain and store any provided credit card information only for the minimum period of time required for business, legal

and/or regulatory purposes, and shall duly protect such information from unauthorized access, disclosure or use.

4. TAXES

- 4.1. The Licensee shall pay sales, value-added or any similar taxes arising out of payment under this Agreement. The amounts of such taxes even if not stated in the Price List, shall be calculated separately and indicated in an invoice for Subscription Fee or when the Licensee proceeds the credit card payment. If the Licensee is exempt from sales, value-added or other similar taxes under the applicable laws, it provides tax exemption certificate upon request of the Licensor.

5. TECHNICAL SUPPORT

- 5.1. HomeStretch provides technical support with regard to the Application. Any requests for technical support shall be directed to support@homestretch.ch.
- 5.2. Technical support is provided without any service level commitment.

6. UPDATES AND MODIFICATIONS

- 6.1. The Licensee agrees to receive notifications about availability of latest updates of the Application and to the automatic installation of such updates when necessary.
- 6.2. The Licensee agrees that the Application may be automatically modified from time to time without prior notification.

7. LIABILITY OF THE PARTIES

- 7.1. The Application is granted for use "as is". The Licensor does not guarantee (i) uninterrupted service availability, (ii) that the information included with the Application, digital maps, data bases, addresses or other content of the Application is accurate, complete, up-to-date or error-free.
- 7.2. Most of the functions of the Application are accessible only via Internet connection and require proper GPS signal. The Licensor does not guarantee functioning of the Application without Internet connection or proper GPS signal.
- 7.3. The Licensee and/or Users get access to the Internet and pay for it if such access is chargeable at their own expense. The Licensor is not liable for any problems with the Internet connection or for the disconnection as well as for the poor GPS signal.
- 7.4. The Licensor is released from compensation of any losses incurred by the in connection with (i) the failure of service of any kind, including technical errors, (ii) inaccurate, incomplete or outdated information included in the Application.
- 7.5. The Licensor is not liable and released from compensation for any business losses of the Licensee which may arise in connection with the use of the Application, including but not limited: (i) the Application does not fit a particular corporate purpose, (ii) loss of business data.

- 7.6. The Licensee is fully liable for any violation of intellectual property rights of the Licensor, or violation of any other of its obligations under this License and for the losses of the Licensor or third parties which they incur as a result of such violation.
- 7.7. In case of a delay of payment of invoiced Subscription Fee, the Licensee shall pay a penalty in amount of 0,5% of the invoiced Subscription Fee for every day of such delay. The Licensor may terminate Licensee's access to the Application until the delayed payment is paid in full.

8. TERMINATION

- 8.1. Either Party may terminate this License without cause by providing 30 (thirty) business days' prior written notice to the other Party.
- 8.2. The Licensor has the right to terminate this License in case of (i) any violation of intellectual property rights by the Licensee, (ii) unauthorized assignation of rights under this License by the Licensee to any third party, (iii) delay of the invoiced Subscription Fee payment for more than 15 (fifteen) business days.
- 8.3. In case of termination, all Subscription Fees due and payable to the Licensor must be paid in full. The provisions of this Agreement which by their nature are dedicated to survive termination shall stay in full force, including but not limited the payment of unpaid Subscription Fees, protection of intellectual property rights and obligation to keep confidentiality of Licensee's billing information. The Application shall be available for use to the Licensee and Users until the termination date.

9. APPLICABLE LAW

- 9.1. This Agreement shall be interpreted, construed and enforced in accordance with the laws of Switzerland, except for its conflict of laws principles.
- 9.2. Each Party irrevocably consents to the exclusive jurisdiction of state courts of Zug, Switzerland, over all claims and actions to enforce such claims or to recover losses or other relief in connection with such claims.

10. AMENDEMENTS

- 10.1. The terms and conditions of this Agreement may only be amended by a written additional agreement between the Parties.

11. INVALIDITY OF THE AGREEMENT

- 11.1. If any provision of this Agreement is regarded invalid, illegal, void or unenforceable by any rule of law, administrative or judicial act, all other provisions of this Agreement shall nevertheless remain in full force.