

SOFTWARE LICENSE RENTAL AGREEMENT

| | |
|-----------------|--|
| Customer number | |
|-----------------|--|

A contract for the use of the **Green-Zones Fleet-App** software is concluded between **Green-Zones GmbH 10587 Berlin, Helmholtzstraße 2-9, Germany**

– hereinafter referred as Licensor –

and

| | | | |
|----------------|----------------------------|----------|--------------|
| Company name | | | |
| Your reference | Your internal order number | | |
| Tax ID number | Country code | ID | |
| Address | Street | | House number |
| | Country code | Postcode | City |
| Contact person | First name, Surname | | |
| Phone number | | | |
| e-mail address | @ | | |

– hereinafter referred as Licensee –

on a monthly rental basis.

§ 1 Contractual object

- 1) The object of the contract is the provision of the Green-Zones Fleet-App software in accordance with the product description in **Appendix 1** in its latest version. This also includes all updates and version changes during the contractual period.
- 2) The Green-Zones Fleet-App software and its documentation are protected by copyright.
- 3) Documentation is available for the licensee in the Green-Zones Log-In area at:
<https://www.green-zones.eu/en/system/login.html>
- 4) After receipt of the signed rental agreement and the first payment (first annual rent), the licensor provides the licensee with the access data. With these data, the licensee can log on to the licensor's portal and create personal access data for each user.
- 5) Updates are published on Apple or Android devices via the App Store or Play Store.
- 6) The licensee is entitled to receive free technical support. The technical support is available from Monday to Friday between 10 am and 4 pm. The contact details of the technical support will be communicated to the licensee at the beginning of the contract.

§ 2 Data backup

- 1) The licensee agrees to secure his data himself (license plate number and characteristics of his vehicles).
- 2) The licensor is not liable for failures or loss of data caused by missing or defective data backup.
- 3) For iOS, the backup can be done via Apple, for Android there are no special Google backups available.

§ 3 Key and software updates

- 1) The licensee informs all his users (drivers) that they must regularly connect to the internet for the software to function properly. The licensee is aware that the software will cease to function 7 days after the last successful access authorisation check.
- 2) The licensee is entitled to all software updates, regardless of the chosen Fleet-App version.

§ 4 Copyright

- 1) Upon payment of the rental charge, in accordance with § 5 of this agreement, the customer shall receive a non-exclusive right to use the contractual software to the extent granted in this agreement and for the period of the agreement.

§ 5 Rental charge

- 1) The amount of the monthly rental charge, which is calculated once a year, depends on the chosen Fleet-App version. The licensee chooses according to the following selection. Please tick the appropriate box.
 - Green-Zones Fleet-App Professional version at the price of **29,90** Euro
 - Green-Zones Fleet-App Premium version at the price of **99,90** Euro
 - Green-Zones Fleet-App Enterprise version at the price of **349,90** Euro
 - Additional option of country group C (only Premium version) at the price of **150,00** Euro
 - Green-Zones Fleet-App Small/Mini/Midi/Maxi version, CODE [] for [] Euro
- 2) Rental price increases within one contractual year are generally excluded and only limited to new contracts.
- 3) If the licensor increases the rental price at the beginning of the new contractual year and informs the licensee of this up to 4 weeks before the end of the contractual year, the licensee may terminate the contract within 14 days of receipt of the relevant notification at the end of the contractual year.
- 4) The rental price is a net price and is charged plus VAT. The invoice to the licensee, whose registered office is located in the EU, shall be net without VAT, if the licensee has provided a valid EU VAT number.

§ 6 Method of payment and direct debit

- 1) The licensee receives an invoice for the monthly rent for 12 months in advance at the beginning of each contractual year, which is due on the first day of a month and is collected by direct debit. Should a direct debit not be honoured, the licensor charges a processing fee of 15,00 € and the bank fees incurred, and blocks all access until the fulfilment of all claims.
- 2) Payment is made annually by SEPA corporate direct debit. For this purpose, the licensee signs a standardised SEPA direct debit mandate for a recurring payment in two copies, and he provides the licensor and his bank with one copy each.
- 3) The form for the international SEPA corporate direct debit mandate is Annex 1 to this agreement. The completed and signed direct debit mandate must be handed over to the licensor's sales representative or sent by post to the licensor.
- 4) As an alternative to points 2 and 3, the licensee can choose a prepayment method instead of SEPA direct debit for a surcharge of 5.0 % on the invoice amount. The due date is 10 days after receipt of the invoice by e-mail. The licensee chooses: SEPA direct debit Prepayment *(please tick the selected one)*

§ 7 Rental period and notice of termination

- 1) The rental period starts with the supply of the access data for the registration of the licensee, which is sent to the licensee after the first year's payment.
- 2) The rental period lasts 12 months and is automatically extended for another 12 months after the expiry date.
- 3) The minimum rental period is 12 months, after which a termination is possible at any time without giving reasons with a notice period of 3 months for the licensee and 6 months for the licensor. Notice of termination must be given in writing by letter or fax and can be made by both parties.

§ 8 Extraordinary notice of termination

- 1) The licensor may also terminate the rental agreement without notice if the licensee is in default of the rental payment.

§ 9 Upgrades and downgrades

- 1) Upgrades (change to a better version) are possible at any time up to the first of the month. The licensee receives the release and an invoice for the difference pro rata for the rest of the contractual year.
- 2) A downgrade (change to a cheaper version) is possible at the earliest 12 months after the conclusion of the contract, but must be notified to the licensor 3 months in advance.

§ 10 Severability clause

- 1) If one of these contractual clauses is invalid, the licensee and the licensor agree that the provision shall be interpreted as close as possible to the will of the contracting parties.
- 2) The partial invalidity of a provision should not invalidate the entire contract.
- 3) In case of invalidity of a single provision, a replacement agreement shall be concluded which comes as close as possible to the economic purpose of this agreement.
- 4) The General Terms and Conditions of Green-Zones apply to the Fleet-App. The licensee accepts the application of these General Terms and Conditions (Appendix 2) by concluding this agreement.

§ 11 General terms

- 1) All legal issues arising from or in connection with the Green-Zones Fleet-App are subject to German law.
- 2) Place of fulfilment and jurisdiction is Berlin
- 3) In case of disputes, the court language shall be German.