

Effective date: 2021-08-01

**AGREEMENT  
CONCERNING INFOTRANS SOFTWARE AS A SERVICE  
(SaaS)**

**1. TERMS**

The capitalised terms used in this Agreement shall have the following meanings:

**Agreement** means this Agreement concerning InfoTrans Software as a Service.

**Service Provider** means UAB Infotransport, legal entity's code 300614784, registration address: Krokuvos g. 13, Vilnius.

**Customer** means a person who registers on the E-Platform <http://cloud.infotransport.eu> administered by the Service Provider and uses the services provided by the Service Provider through the E-Platform.

**E-Platform** means the E-Platform administered by the Service Provider that is accessible at <http://cloud.infotransport.eu>.

**InfoTrans Software** means the software intended for the logistics market that is developed by the Service Provider.

**Cloud Server** means the server or server system controlled by the Service Provider, on which the InfoTrans Software is installed and from which the Customer is provided with the InfoTrans Cloud Service.

**InfoTrans Cloud** means the totality of the InfoTrans Software that is developed by the Service Provider and the Cloud Server on which the InfoTrans Software is installed.

**InfoTrans Cloud Service** means the provision to the Customer of access to the InfoTrans Cloud and the assurance of the functioning of the InfoTrans Cloud for use for the Customer's needs.

**2. OBJECT AND SUBJECT MATTER OF THE AGREEMENT**

2.1 Under this Agreement, the Service Provider undertakes to grant to the Customer the paid, non-exclusive, non-assignable right, for a set fee, to temporarily, according to the conditions and restrictions set by the Service Provider, use the InfoTrans Cloud Service (hereinafter **the License**), and the Customer undertakes to pay the License fee according to the InfoTrans Cloud Service plan chosen upon logging in to the E-Platform administered by the Service Provider (hereinafter **the Plan**) and use the InfoTrans Cloud Service without breaching the provisions of this Agreement.

2.2 For the Customer to be able to use the InfoTrans Cloud Service, the Customer shall create an account on the E-Platform and shall be provided with information for logging in to the account. A single Customer shall be provided with one account, in which the Customer may grant the right to create user accounts to its employees. At any given time, the number of users indicated in the Plan selected by the Customer may log in to the Customer's account. The Customer shall be responsible

for the appropriate use of the account and the protection of the provided login information and must immediately notify the Service Provider if the login information of the Customer or any users who have been granted the right to use to the Customer's account is lost or is abused of. At the Customer's request, the Service Provider must immediately restrict logging in. Any such request must be presented to the Service Provider in writing.

- 2.3 In the process of providing the InfoTrans Cloud Service, the Service Provider shall only act as the administrator of the technical solution and shall not interfere with the interrelations of users of the E-Platform. The Customer shall conclude transactions on the E-Platform with other users of the E-Platform independently, in its own name, at its own expense and risk, without the participation or control on the part of the Service Provider. Any transactions of the Customer and other users of the E-Platform shall be concluded exclusively at the financial risk of the Customer, and the Service Provider shall under no circumstances be liable for any such transactions. The Customer shall also be liable completely and in full for all and any transactions concluded using the E-Platform upon logging in to the Customer' account, even if such transactions are concluded by unlawfully using the Customer's login information.
- 2.4 The technical specifications and functionalities of the InfoTrans Cloud Service, the available Plans and their rates for specific number of users are specified on the E-Platform website. The Customer may freely change the selected Plan of the InfoTrans Service at any time.
- 2.5 Where the Customer, among other things, opts for using the InfoTrans Connect functionality of the InfoTrans Cloud Service, then the Customer's name, legal entity's code and e-mail address which the Customer used to register on the E-Platform will be visible to other users of InfoTrans Connect and users will be provided with an opportunity to contact each other and communicate with each other.
- 2.6 The InfoTrans Cloud Service shall be paid in advance for the time period chosen by the Customer according to the InfoTrans Cloud Service Plan chosen by the Customer and the chosen number of users. Where a user does not extend the selected Plan or does not switch to another Plan, the data uploaded by the Customer to the E-Platform shall be stored for up to 30 days from the date of expiry of the last paid Plan.
- 2.7 The InfoTrans Cloud Service, upon selection of the relevant InfoTrans Service provision Plan, may also be provided to the Customer free of charge, but in this case the Customer shall only be provided with the functionalities listed in the relevant free InfoTrans Service provision Plan and the Service Provider will be entitled to discontinue the use of such free Plans at any time. Furthermore, upon discontinuation of the use of a free Plan or where the Customer switches from a free Plan to a paid Plan, the Service Provider shall not guarantee the retention and/or portability of any data accumulated in the Customer's account. Where the Customer uses free InfoTrans Service provision Plans, data in the Customer's account may be entered not only by the Customer but also by other users of the E-Platform.
- 2.8 In addition to this Agreement, the Customer hereby undertakes to closely abide by the terms and conditions of use of the E-Platform as well as all and any guidelines published by the Service Provider on the E-Platform website and the provisions of applicable legislation.

### **3. SETTLEMENT PROCEDURE**

- 3.1 The Customer must pay the fee for the InfoTrans Cloud Service to the Service Provider by the payment deadline specified in the relevant invoice. If an invoice is not paid in due time, the Service Provider may charge an additional fee for resuming the provision of the suspended InfoTrans Cloud Service.
- 3.2 The Service Provider may unilaterally change rates of Plans, subject to giving notice to the Customer 30 calendar days before entry into effect of the new rates to the e-mail address indicated in the Customer's account on the E-Platform.
- 3.3 The Customer hereby agrees to receive invoices issued to the Customer in electronic form.
- 3.4 By separate arrangement of the Parties, works of configuration and/or customisation of the InfoTrans Software installed on the Cloud Server may be carried out, which works shall be paid separately according to working hours and rates agreed by the Parties.
- 3.5 Upon termination of the Agreement by either Party, regardless of the reasons and legal basis for the termination, any amounts paid under the Agreement or additional arrangements regarding customisation of the InfoTrans Software based on the Customer's needs and requests shall not be refunded to the Customer.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The Parties hereby expressly agree that all intellectual property rights to the InfoTrans Software and all and any updates, changes, improvements, supplementations, corrections and new versions thereof shall be owned by the Service Provider and that these rights shall not be assigned or granted to the Customer.
- 4.2 The Parties hereby agree that all rights to the improvements of the InfoTrans Software developed during the use of the Service by the Customer (e.g. changes to the InfoTrans Software or the InfoTrans Cloud Service implemented according to the Customer's proposals or comments) shall be owned by the Service Provider.
- 4.3 The Customer may not introduce any changes or modifications to the InfoTrans Software programming code or other components, implement reverse engineering or take any other steps that may affect the operation or integrity of the InfoTrans Software. The Customer hereby undertakes to not use any knowledge acquired in the process of using the InfoTrans Cloud Service for either direct or indirect development of any systems the operation and functions of which are similar to the operation of the InfoTrans Software.
- 4.4 The granting of the License under this Agreement shall not permit the Customer to either directly or indirectly register any rights to the InfoTrans Software in any territory in its own name or for the benefit of the Customer. Any registration of rights to the InfoTrans Software in the name or for the benefit of the Customer will qualify as a material breach of this Agreement, and the Service Provider may immediately re-register all such rights in its own/other person's name. In this case, the Customer undertakes to sign all and any documents necessary for such right to be implemented and to compensate for all related expenses.
- 4.5 The provisions of clauses 4.1-4.4 of this Agreement shall survive expiry or termination of the Agreement, regardless of the reasons for the expiry or termination.

## **5. TERM**

- 5.1 This Agreement shall become effective in respect of a specific Customer from the moment when the Customer registers on the E-Platform of the Service Provider and confirms familiarisation with this Agreement and shall remain effective as long as the InfoTrans Cloud Service is provided to the Customer.
- 5.2 This Agreement may be terminated by mutual written arrangement of the Parties.
- 5.3 Either Party may terminate this Agreement for any reason, subject to giving notice to the other Party 30 days before termination.
- 5.4 Where a Party commits a material breach of the Agreement and fails to eliminate the breach within 5 business days from the moment warning is given, the aggrieved Party shall acquire the right to immediately terminate the Agreement.

## **6. OBLIGATIONS AND RIGHTS OF THE PARTIES**

### **6.1 The Customer hereby undertakes to:**

- 6.1.1 Not publish, not store and not archive on the Cloud Server of the Service Provider any information which defamatory, humiliating or threatening, discloses any commercial secrets of the Service Provider or any third parties, or infringes upon intellectual property rights, or any other information which is prohibited or restricted by laws or other legislation;
- 6.1.2 Not perform on the Cloud Server of the Service Provider any actions and not publish on the Cloud Server of the Service Provider any information which may be used for sending spam messages, computer viruses, malware or other information that is harmful to computer equipment, which may have a detrimental effect on computer networks or individual devices of the network, or which is used in order to store, use or distribute any illegal software.

### **6.2 The Customer shall be entitled to:**

- 6.2.1 Subject to appropriate payment using the self-service tool, change Plans of the InfoTrans Cloud Service and the number of users, according to the procedure prescribed by the Service Provider change paid Plans to free ones and vice versa.

### **6.3 The Service Provider shall be entitled to:**

- 6.3.1 Change technical specifications and functionalities of the InfoTrans Software used by the Customer, if the Customer uses more resources than usual or the Customer's actions harm other users of the InfoTrans Cloud Service or the use of the InfoTrans Software does not comply with the provisions of the Agreement. The Service Provider shall decide unilaterally whether the Customer's actions harm any other users of the InfoTrans Cloud Service or not;
- 6.3.2 Temporarily, for up to 14 calendar days, suspend the access to the InfoTrans Cloud Service provided to the Customer, if the Customer uses more resources than usual or the Customer's actions harm other users of the InfoTrans Cloud Service or the use of the InfoTrans Software does not comply with the provisions of the Agreement.

6.4 Any works of updating of, or elaboration on the InfoTrans Software shall be carried out at the discretion of the Service Provider, when the Service Provider deems fit and at a time chosen by the Service Provider. Any such works shall be carried out in a centralised manner in respect of all users of the InfoTrans Service, and it is therefore not possible to request that the InfoTrans Software be not updated in respect of a specific Customer.

## **7. CONFIDENTIALITY**

7.1 The Parties hereby undertake to ensure the confidentiality of confidential information and to not disclose any confidential information. Confidential information shall include the provisions of this Agreement and all documentation and information which the Parties receive from each other in the process of performing this Agreement, as well as information related to the Parties' operations and/or plans, which a Party discloses to the other Party, including, without limitation, in written and electronic texts and other information, regardless of its form or method of provision. Confidential information shall not include any information which was available to a Party and which a Party could disclose before receiving it from the other Party, or any information which is part of the public domain, or any information which has been independently developed by a Party before receipt thereof or which has been received from a third party, provided that the Party that discloses such information is able to furnish documentary proof of the fact of creation or receipt of such information. Accordingly, the Parties must and hereby undertake to ensure that their employees and/or hired contractors and sub-contractors (if any) also adhere to similar confidentiality requirements. Either Party may disclose confidential information, if the disclosure is related to an audit of its commercial operations conducted by an independent auditor or competent State authorities or such information must be disclosed according to law or court judgment or by agreement of the Parties as well as when such information is disclosed to attorneys-at-law of a Party.

7.2 The Service Provider may indicate the fact that the Customer uses the InfoTrans Software for information and marketing purposes (the Service Provider may use the Customer's logo for this purpose).

7.3 The confidentiality obligation shall survive termination or expiry of this Agreement.

## **8. LIABILITY OF THE PARTIES**

8.1 None of the Parties shall be liable for compensating any indirect losses incurred by the other Party to the Agreement.

8.2 The Customer understands and hereby confirms that the InfoTrans Cloud Service is provided "as is" and that the Service Provider shall not provide any guarantees as to the quality or uninterrupted operation of the InfoTrans Cloud Service or absence of disturbances or errors. The Service Provider shall not be liable for any of the following:

8.2.1 A temporary and/or ongoing inoperability of the InfoTrans Cloud Service and/or inappropriate operation or temporary unavailability of the InfoTrans Cloud Service;

8.2.2 Loss of, or damage to the Customer's data on the Cloud Server, if this occurs in the absence of fault or gross negligence on the part of the Service Provider;

- 8.2.3 Storage, upon expiry of the term of the Agreement, of any information or data uploaded to the Cloud Service by the Customer in the process of using the InfoTrans Cloud Service.

## **9. BREACH OF THE AGREEMENT**

- 9.1 Where a Party to the Agreement fails to fulfil any of its obligations under the Agreement, the Party shall qualify as being in breach of the Agreement.
- 9.2 Where a Party breaches the Agreement, the other Party shall be entitled to:
- 9.2.1 Demand that the other Party fulfil its contractual obligations; and (or)
  - 9.2.2 Terminate the Agreement;
  - 9.2.3 Claim compensation for the incurred direct damages.

## **10. FORCE MAJEURE**

- 10.1 None of the Parties to the Agreement shall be liable for failure to fulfil its obligations, either in full or partially, if it proves that it has not fulfilled its obligations by reason of circumstances which it could not control or reasonably foresee at the time of concluding the Agreement and that it could not prevent these circumstances or consequences thereof by any reasonable effort (*force majeure*).

## **11. PROCESSING OF PERSONAL DATA**

- 11.1 The Customer hereby undertakes to ensure that the processing of personal data controlled by the Customer, which is necessary for the purposes of performing this Agreement, will not infringe upon any rights or legitimate interests of data subjects or other third parties. Accordingly, the Customer shall assume all the related risks.
- 11.2 The Parties hereby agree that the rights and duties of the Parties related to the processing by the Service Provider of personal data controlled by the Customer, i.e. related to the Service Provider acting as a processor of personal data controlled by the Customer, shall be discussed in the Privacy Policy published on the E-Platform. A separate arrangement on the processing of personal data shall not be concluded between the Parties.

## **12. FINAL PROVISIONS**

- 12.1 The Service Provider shall be entitled to amend the provisions of this Agreement. Amendments to the Agreement shall become effective following their publication on the E-Platform. Where the Customer continues using the InfoTrans Cloud Service following publication of amendments to the provisions of the Agreement, it shall be deemed that the Customer agrees with the amendments to the Agreement.
- 12.2 This Agreement shall be governed by law of the Republic of Lithuania. All and any disputes or controversies of the Parties arising out of the Agreement and/or related to the construing or performance of the Agreement shall be settled by method of negotiations. Where the Parties are unable to reach agreement within 30 (thirty) calendar days, the disputes or controversies shall be

settled in courts of the Republic of Lithuania with consideration of the registration address of the Service Provider.

12.3 All notices to the Customer shall be sent to the e-mail address indicated by the Customer on the E-Platform and shall be deemed delivered on the day succeeding the day of dispatch. Information intended for the Customer may also be provided in the Customer's account on the E-Platform.

### **13. DETAILS OF THE SERVICE PROVIDER**

#### **UAB Infotransport**

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