

MOOVLEE LICENSE AGREEMENT FOR TAXI OPERATORS

These general conditions of the license agreement below set forth the main terms and conditions applying to and governing the use of the Software product “Moovlee”, produced and marketed by Xenops technologies Pvt. Ltd.

DEFINITIONS

Company – “Xenops Technologies”: A Limited responsibility company incorporated and registered under the laws of Government of India Software – mobile application software called Moovlee owned by the Company allowing the persons requiring taxi services to communicate their respective requests via mobile devices to the taxi service providers. Service – assistance provided by the Software to taxi clients and taxi service providers.

Customer – a person requesting taxi service by using the Software. License – the right to use the Software in accordance with the Agreement. Licensee – a legal person/company providing taxi service in the registered territory. Driver – a person who provides the taxi service to the Licensee under an employment, service or other similar agreement. General Conditions – these general conditions of the license agreement provided by Company.

Agreement – an agreement between Company and the Licensee regarding the use of the Software comprising of these General Conditions and additional terms and conditions referred to herein or agreed in the future between Company and the Licensee.

Website – Company’s website located at moovlee.com

Price List – the price list of Moovlee indicating the fees payable to Company by the Licensee.

Order Fee – fee payable by the Licensee on each order submitted by the Customer to the Licensee or the Driver by using the Software.

ENTRY INTO THE AGREEMENT

1. The terms and conditions stated herein constitute a legal agreement between Licensee and the Company. In order to use the Service and the associated Software Licensee must agree to the terms and conditions that are set out below. By using or receiving any services supplied to Licensee by the Company, and downloading, installing or using associated Software supplied by the Company which purpose is to enable Licensee to use the Service, Licensee hereby expressly

acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time at the website or through the Service.

2. The Company does not provide transportation services, and the Company is not a transportation carrier. It is up to the third party transportation provider, driver or vehicle operator to offer transportation services, which may be scheduled through use of the Software or Service. The Company offers information and a method to obtain such third party transportation services, but does not and does not intend to provide transportation services or act in any way as a transportation carrier, and has no responsibility or liability for any transportation services provided by such third parties.

REPRESENTATION AND WARRANTIES

By using the Software or Services, Licensee expressly represent and warrant that Licensee is a validly incorporated and existing company and are legally entitled to enter this Agreement. By using the Software or the Services, Licensee represent, warrant and agree that Licensee (including each of your Drivers):

1. have carefully studied and fully understand the General Conditions, including all the obligations that arise to the Licensee as provided herein;
2. agree to be bound by and follow the terms and conditions as provided in this General Conditions and in the Agreement.
3. will obey all local laws related to the operation of a taxi/passenger delivery service and will be solely responsible for any violations of such local laws.
4. have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of your motor vehicle/passenger vehicle and/or business insurance to cover any anticipated losses related to the operation of a taxi/passenger delivery service.
5. will be solely responsible for any and all liability which results or is alleged as a result of the operation of your motor vehicle/passenger vehicle and/or taxi/passenger delivery service, including, but not limited to personal injuries, death and property damages.
6. will only use the Service or Software for lawful purposes; Licensee will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
7. will not use the Service or Software to cause nuisance, annoyance or inconvenience or make fake bookings.

8. all the information presented to Company by the Licensee is accurate, correct and complete;
9. will not authorize other persons to use the Licensees account nor transfer or assign it to any other person (excluding Drivers) without the prior written consent from the company
10. will only use the Service and Software for Licensees own use and will not resell it to a third party.
11. will keep secure and confidential your account password or any identification we provide you which allows access to the Service and Software.
12. will not copy or distribute the Software or other Moovlee content without the prior written permission from Company;
13. fully agree with the privacy policy of Company provided on the Website (<http://moovlee.com/privacy-policy/>).
14. Licensee Drivers possess a valid driver's license and are authorized to operate a motor vehicle and have all the appropriate licenses, approvals and authority to provide transportation for hire to third parties in all jurisdictions in which you use the Services or Software.
15. you and your Drivers own, or have the legal right to operate, the vehicle which you intend to use when accepting passengers, and such vehicle is in good operating condition and meets the industry safety standards and any other requirements placed in applicable laws for a vehicle of its kind.
16. Licensee acknowledges and agrees that, unless specifically consented to by a Customer, neither Licensee nor its Drivers may transport or allow inside any Vehicle, individuals other than a user and any individuals authorized by such user during the performance of Transportation services for such user.
17. Licensee acknowledges and agrees, and shall ensure that its Drivers agree, that all users should be transported directly to their specified destination, as directed by the applicable user, without unauthorized interruption or unauthorized stops.
18. will not try to harm the Service or Software or any other devices as provided by the Company in any way whatsoever.
19. will not impair the proper operation of the network.

SOFTWARE AND SUPPORT

1. The Software allows the Licensee and the Drivers to receive requests from the Customers interested in using taxi service provided by the Licensee, to which the Licensee and the Drivers can react to by using the Software. For avoidance of doubt Company does not guarantee the submission of requests by the Customers and

can in no way be considered as a person acting on behalf or in the name of the Customer.

2. For additional information about the Software please refer to the Website.
3. Full and on time payment of the Order Fee entitles the Licensee to receive support services from Company (on business days from 09:00 – 18:00 Indian time) and Orders from the Customers (as described below). The support services commence on the date of entry into the Agreement and end together with the termination of the Agreement. Company has the right to block and/or delete the accounts of Licensee and Drivers without prior notice in case the Licensee is in delay with any of the payments.
4. The Company does everything reasonably possible to provide flawless performance of the Software. The Company shall promptly respond and eliminate all defects in regard to the Software, its functionality and upon the first request coming from the Licensee promptly correct any false or misleading information about the Licensee.

GRANT OF LICENSE

1. Company hereby grants the Licensee, subject to the provisions of the Agreement, a non-exclusive license to use the Software according to the terms referred to herein.
2. The Licensee is entitled to grant the Drivers a sub-license to use the Software according to the terms referred to herein. For avoidance of doubt the Licensee is not entitled to license or sub-license the Software to any other persons except the Drivers and/or license or sub-license the Software to any third person.
3. The License is granted for non-limited period.
4. The License granted and the sub-licenses given herein by the Licensee revoke automatically together with termination of the Agreement. After termination of the Agreement the Licensee and the Drivers must immediately stop using the Software and Company is entitled to block and delete the personal accounts of the Licensee and the Drivers without a prior notice.
- 5.
6. 5.All of the copyright and intellectual property rights of the Software, including software code and database thereof are owned by Company and protected by copyright and/or trade secret laws and international treaty provisions. The Licensee does not acquire any rights of ownership to the Software or any connected documentation at any time during the validity of the agreement or after the termination of the agreement.

LICENSE FEE

1. The Licensee or Driver pays fee for each Customer's order for taxi service accepted by the Licensee or the Driver by using the Software (also marked as Order Fee).
2. The Price List may change from time to time and Company shall notify the Licensee of any amendments therein at least 14 (fourteen) days in advance, through an e-mail to the Licensee's registered e-mail ID and also subsequently placing the amended Price List on the Website.
3. The License Fees are subject to change from time to time and Company shall notify the Licensee of any amendments therein at least 14 (fourteen) days in advance, through an e-mail to the Licensee's registered e-mail ID and also subsequently placing the amended Price List on the Website.
4. The Company may introduce offers and promotion from time to time which will be notified to the Licensee through an e-mail to their registered e-mail ID and also subsequently placing the offers and promotion on the Website. The Licensee shall have to confirm its participation by explicitly accepting the offer or promotion on the website.

PROVIDING THE TAXI SERVICE BY THE LICENSEE AND THE DRIVERS

1. The Licensee hereby guarantees that the Licensee and the Drivers shall provide the taxi service in accordance with the laws and regulations applicable in the territory where the Licensee is registered and running the aforesaid activity; including the Licensee and the Drivers have all the licenses, permits and other necessary documentation for providing the taxi service. The Licensee and the Drivers are fully liable for any of the violations by such laws and regulations.
2. The Licensee and the Drivers must provide the taxi service in a professional manner in accordance with the business ethics applicable to providing taxi service and endeavor to perform the Customer's request in the best interest of the Customer.
3. If agreed, Licensee gives authorization to the Company to collect payments from Customers for the taxi services provided using Software or other means of electronic payments. Electronic payments collection and distribution conditions are indicated in Annex 2. All cash payments will be collected by Drivers only.
4. The Licensee must provide the Company with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to Licensee's and the applicable drivers' provision of any transportations services. Thereafter, Licensee must submit to the Company written evidence of all such licenses,

permits, approvals, authority, registrations and certifications as they are renewed. The Company shall, from time to time or upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications, and Licensee's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. The Company reserves the right to independently verify customer's and/or any driver's documentation from time to time in any way that Moovlee deems appropriate in its reasonable discretion.

TAXES

The Licensee acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of transportation services as required by applicable law; and (b) provide the Company with all relevant tax information (including a valid VAT/ service tax number belonging to Licensee and/or any Driver by applicable law). The Licensee further acknowledges and agrees that Licensee and each of its drivers are responsible for taxes on their own income arising from the performance of transportation services. Notwithstanding anything to the contrary in this Agreement, Company may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from Licensee's and/or any Driver's provision of transportation services and/or provide any of the relevant tax information pertaining to the Licensee directly to the applicable government tax authorities on Licensee's and/or the applicable Driver's behalf or otherwise.

LIABILITY

1. Company and/or any of its subsidiaries are not liable for any loss or damage that may arise to the Licensee or to the Drivers under or in connection with the Agreement or by using or in connection with the Software, including but not limited to:
2. any direct or indirect monetary loss;
3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
4. loss or inaccuracy of data; and any other type of loss or damage.
5. Company and/or any of its subsidiaries are not liable for the actions or non-actions of the Customers using the Software and shall not be liable for any loss or damage that may occur to the Licensee or to the Drivers as a result of actions or non-actions of the Customers.

6. Company is not liable for the proper functioning of the Software and any loss or damage that may occur to the Licensee or to the Drivers as a result. Company is entitled to terminate in its sole discretion the use of the Software by the Licensee and the Drivers should the Licensee or the Drivers use the Software with an incompatible or unauthorized device. However, the Company shall make reasonable effort to ensure that the software functions properly in most of the widely used environments and devices.
7. Company is not liable for any loss or damage that may arise to the Customers in connection with using the taxi service provided by the Licensee or by the Drivers.
8. Non-performance of any of the Company's obligations is excused if it is caused by force majeure. Force majeure are circumstances which are beyond the control of Company and which, at the time the Agreement was entered into, Company could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which Company could not reasonably have been expected to overcome.
9. The Licensee and the Drivers are fully liable for breach of the Agreement and/or any other applicable laws or regulations and shall stop and remedy such breach immediately after receipt of a respective demand from Company or any state or other authority.
10. The Licensee and the Drivers are fully liable for any direct and/or indirect loss and/or damage that Company and/or any of its subsidiaries may occur in connection with breach of the Agreement and/or using the Software and/or providing the taxi service by the Licensee or by the Drivers. Should any such loss or damage be caused to Company, then the Licensee and/or the Drivers shall collectively compensate such damage to Company in full within 7 (seven) days as of receipt of the respective request by the Licensee and the respective Driver.
11. The Licensee and the Drivers are fully liable for any direct or indirect loss and/or damage that may arise to the Customer or any third person using the taxi service provided by the Licensee or by the Drivers. Should any of the Customers present any claims against Company in connection with the taxi service provided by the Licensee or the Drivers, then the Licensee and/or the Drivers shall collectively compensate such damage to Company in full within 7 (seven) days as of receipt of the respective request by the Licensee and the respective Driver.
12. In case Company is entitled to present any claims against the Licensee or the Drivers then the Licensee and/or the Drivers shall also collectively compensate to Company all the cost for legal services related to establishment of the damage and submission of claims relating to compensation for the damage.

PROCESSING OF PERSONAL DATA

1. The Licensee and the Drivers shall process the personal data only in accordance with the privacy policy of Company available at the Website (<http://moovlee.com/privacy-policy/>).

THIRD PARTY INTERACTIONS

1. The Company may rely on third party advertising and marketing supplied through the Software or Service and other mechanisms to subsidize the Software or Service. By agreeing to these terms and conditions Licensee agree to receive such advertising and marketing. If Licensee does not want to receive such advertising Licensee should notify the Company in writing.

TERM AND TERMINATION

1. The Agreement enters into force as of clicking "I ACCEPT" button located at the end of these General Conditions by the Licensee or signing a paper copy.
2. The Licensee may terminate the Agreement at any time by notifying Company in writing at least 7 (seven) calendar days in advance.
3. Company may terminate the Agreement at any time by notifying the Licensee at least 7 (seven) calendar days in advance.
4. Company is entitled to immediately terminate the Agreement without giving any advance notice in case of breach of the Agreement and/or any applicable laws or regulations by the Licensee and/or any of the Drivers.
5. Upon termination of this Agreement the Licensee and the Drivers must immediately stop using the Software, return to Company all copies of the Software and delete the Software from the Licensees and Drivers' systems and devices. The Licensee and the Drivers must also delete all the data about the Customers that the Licensee and/or the Drivers have obtained in connection with using the Software.
6. Upon termination of this agreement, Licensee and/or Drivers shall surrender all their rights to use the name "Moovlee" or its parent company "Xenops Technologies Pvt. Ltd" in any way or to use any such information or logo or the nameplate to indicate that they are still connected with the Company.

AMENDMENTS

1. Company may amend the General Conditions at any time by posting a revised version of it on the Website and also notify the Licensee through an e-mail sent to the Licensee's registered e-mail ID. The effective date of the General Conditions shall be indicated at the end of the General Conditions.

2. If the Licensee does not agree to the amendments referred to above, then it must immediately submit a respective written notice to the Company and stop using the Software. In that case the Agreement is deemed terminated from the date of receipt of the referred notice by the Company. If the Licensee and/or Drivers continue using the Software after the date on which any amendment referred to above entered into force, then the Licensee will be deemed to have agreed to such amendments.

APPLICABLE LAW AND COURT JURISDICTION

1. The Agreement shall be governed by, and construed and enforced in accordance with the laws of Republic of India.
2. Any dispute that may arise in connection with this Agreement, whether with respect to its existence, validity, interpretation, performance, breach, termination or otherwise, shall be settled by way of negotiations.

CONTACT INFORMATION

1. The Licensee is obligated to immediately notify Company of any changes of the Licensee's contact information and the Licensee guarantees to keep the contact information accurate and up to date.
2. The contact information of Company is available at the Website. Any change in the contact information of Company shall be updated from time to time at the website.

FINAL PROVISIONS

1. If any provision of the Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of the Agreement shall not be deemed a waiver of such term.
2. The Licensee may not assign the Agreement or any of its rights or obligations there under, if not provided otherwise by the Agreement.

Any notice required to be given under this Agreement shall be sufficiently given if: (i)

delivered personally, (ii) sent by courier with proof of delivery, (iii) sent by registered mail or (iv) sent by e-mail with reception acknowledge.

Version 1 of the MOOVLEE LICENSE AGREEMENT FOR A TAXI COMPANY, date of entry into force: 2016.06.01