

SOFTWARE LICENSE AGREEMENT - PUBLIC OFFER

(Version 1)

Seven Rights Logistics LLC, represented by its General Director acting on the basis of the Charter, hereinafter referred to as the "Licensor", hereby offers to enter into a License Agreement (hereinafter — the "Agreement") on the following terms:

1. DEFINITIONS.

1.1. Software "7RIGHTS.EU" — a set of data and commands intended for the operation of computers and other computing devices, including preparatory materials and audiovisual displays generated by it (hereinafter — the "Software"), constituting a transport logistics management platform at www.7rights.eu, comprising TMS, tendering, carrier scoring, shipment monitoring, ePTD/eWB modules and a driver mobile application.

1.2. Software Functionality — the set of functional and technical capabilities enabling Cargo Owners to place freight orders and Carriers to receive and respond to such orders or decline them by inaction.

1.3. Licensee — a legal entity or sole trader acquiring from the Licensor, under a simple (non-exclusive) licence, the right to use the Software.

1.4. Licensor — Seven Rights Logistics LLC, right-holder of the Software.

1.5. Personal Account — the Licensee's virtual workspace containing information provided upon registration and tools for its editing and use of the Software.

1.6. Carrier — a Licensee using the Software to receive freight orders and submit counter-offers or decline orders by inaction.

1.7. Cargo Owner — a Licensee using the Software to place freight orders and select a Carrier from received proposals.

1.8. Completed Order — an order in "completed" status, set manually or automatically.

1.9. Reporting Period / Billing Period — one calendar month.

1.10. Freight Order — a Cargo Owner's request for carriage containing its essential terms.

1.11. Licence Fee — the fee for the right to use the Software per Section 5 hereof.

1.12. ePTD/eWB — Electronic Freight Documents / Electronic Waybill.

2. SUBJECT MATTER AND CONCLUSION OF THE AGREEMENT.

2.1. The Licensor grants the Licensee a simple (non-exclusive) licence to use the Software for: creating/accepting/rejecting freight orders; searching for carriers; creating and exchanging ePTD/eWB; using TMS, tendering, carrier scoring and monitoring.

2.2. The right to use the Software is granted on the following terms:

2.2.1. for Cargo Owners: on a paid basis per the selected tariff plan (Section 5).

2.2.2. for Carriers:

a) Free of charge — basic access limited to one partner Cargo Owner.

b) For a Licence Fee — expanded access or additional modules. Terms set out in Section 5.

2.3. Use of the Software is permitted only within the limits of this Agreement.

2.4. Any person registered at <https://7rights.eu> may become a Licensee and gains access to the Personal Account using login and password credentials.

2.5. Registration at <https://7rights.eu> constitutes full and unconditional acceptance of this offer. This Agreement is a contract of adhesion. Any representative who completes registration is authorised to accept this offer on the Licensee's behalf.

2.6. The Agreement is deemed concluded from the moment the Licensor receives acceptance.

2.7. Terms have the meanings set out in Section 1 and applicable legislation.

3. PROCEDURE FOR USING THE SOFTWARE.

3.1. The Software is accessible at: <https://7rights.eu>.

3.2. The Licensee may use the Software via the Personal Account in accordance with the Regulations at: <https://7rights.eu/docs/>.

3.3. The Licensee shall not:

- enter into sub-licence agreements;
- adapt, modify or alter the Software or its contents;
- reproduce the Software in any form;
- distribute the Software or its contents;
- grant third parties access to the Software's functionality;
- decompile, disassemble or reverse engineer the Software;
- modify the Software's internal protection mechanism;
- use automated means to copy or monitor the Software;
- attempt unauthorised access to closed sections of the Software;
- copy or distribute Software information without the Licensor's consent;
- post third-party personal data without their consent;
- post commercial advertising not agreed with the Licensor;
- violate the rights of other Licensees or third parties;
- disseminate information inciting extremist activities.

3.4. The Licensee does not provide the Licensor with Software usage reports.

3.5. The Licensor does not provide technical access conditions and is not responsible for their availability on the Licensee's side.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES.

4.1. The Licensor undertakes to:

4.1.1. Grant the Licensee the right to use the Software per this Agreement.

4.1.2. Remedy Software deficiencies identified by the Licensee within a reasonable time.

4.1.3. Refrain from actions hindering the Licensee's exercise of the granted rights.

4.1.4-4.1.5. Publish the Software Operating Regulations and notify of updates at: <https://7rights.eu/docs/>.

4.1.6. Ensure 24/7 access except during scheduled maintenance, the timing of which the Licensor determines independently.

4.1.7. Ensure functional availability of the Software for the purposes of Section 2.1.

4.2. The Licensee undertakes to:

- 4.2.1. Comply with this Agreement and maintain confidentiality of the Licensor's commercial and technical information.
- 4.2.2. Comply with applicable legislation and not use the Software for unlawful purposes.
- 4.2.3. Review the Operating Regulations before registering at <https://7rights.eu>.
- 4.2.4. Pay the Licence Fee in full and on time per Section 5 of this Agreement.
- 4.2.5. Comply with applicable law when using the ePTD/eWB module, including maintaining a valid qualified electronic signature (QES).
- 4.2.6. Notify the Licensor of any change of details within 5 business days via the Personal Account.

4.3. The Licensor is entitled to:

- 4.3.1. Immediately revoke the licence and block access upon breach of the Agreement or provision of false information upon registration.
- 4.3.2. Send informational messages to the Licensee's e-mail and phone. By entering into this Agreement, the Licensee consents to receiving such messages.
- 4.3.3. Transfer the Licensee's data to other users to the extent determined by the Operating Regulations.

4.4. The Licensee is entitled to:

- 4.4.1. Contact the Licensor regarding Software operation matters.
- 4.4.2. Refuse to perform the Agreement if the Licensor refuses to grant the right to use the Software.

5. LICENCE FEE.

5.1. General provisions.

- 5.1.1. The Licence Fee is payable by the Licensee to the Licensor on the basis of an invoice issued by the Licensor, by wire transfer to the Licensor's bank account. Applicable taxes are charged additionally in accordance with applicable law.
- 5.1.2. The amount of the Licence Fee is determined by the Licensee's current tariff plan as at the date of the invoice. Current tariff plans are published at <https://7rights.eu/docs/> and may be amended by the Licensor unilaterally with at least 10 (ten) calendar days' prior written notice via the Personal Account.
- 5.1.3. The Licensee selects a tariff plan upon registration or in the Personal Account. A change of tariff plan takes effect from the next billing period, unless otherwise agreed by the parties.

5.2. Licence Fee for Cargo Owners.

- 5.2.1. Cargo Owners pay for access to the Software on a subscription basis — monthly or annually depending on the selected tariff plan.
- 5.2.2. Tariff plans for Cargo Owners differ in the following parameters:
 - number of freight orders available for placement per billing period;
 - set of Software modules available (TMS, tendering, shipment monitoring, ePTD/eWB, carrier scoring);
 - number of users (employees) able to access the Personal Account;

- level of technical and customer support.

5.2.3. The specific parameters and pricing of each tariff plan for Cargo Owners are set out in Appendix No. 1 to this Agreement or at: <https://7rights.eu/docs/>.

5.2.4. Activation of additional modules not included in the Cargo Owner's base tariff plan is charged separately by invoice.

5.3. Licence Fee for Carriers.

5.3.1. Basic access to the Software is provided to the Carrier free of charge, provided that the Carrier operates within the Software exclusively with a single partner Cargo Owner. Expanded access (working with more than one Cargo Owner or activating additional features) is available on a paid basis.

5.3.2. Carriers pay for expanded access on a subscription basis — monthly or annually. Tariff plans differ in the number of available Cargo Owners, scope of functionality and set of activated modules.

5.3.3. The ePTD/eWB module for Carriers is a separately charged module, activatable under any tariff plan by invoice. Pricing is set out in Appendix No. 1 or at: <https://7rights.eu/docs/>.

5.3.4. Other additional modules (carrier scoring, advanced analytics, extended mobile application features, etc.) may be activated by invoice in accordance with applicable tariffs.

5.4. Invoicing and payment procedure.

5.4.1. The Licensor issues an invoice no later than 3 (three) business days before the start of the next billing period (for subscriptions), or at the time of activation of an additional module or tariff plan.

5.4.2. The Licensee shall pay the invoice within 5 (five) business days of its issue date, unless a different period is specified in the invoice. The obligation shall be deemed fulfilled upon receipt of funds in the Licensor's bank account.

5.4.3. No later than 5 (five) business days after the end of the billing period, the Licensor shall send the Licensee via EDI or by post a UPD and a Software usage report (Appendix No. 2). The Licensee shall sign or submit a reasoned refusal to partner@7rights.eu within 5 (five) business days. If no refusal is received, the UPD is deemed agreed.

5.5. Consequences of non-payment.

5.5.1. In the event of non-payment within the established period, the Licensor is entitled to suspend the Licensee's access to the Software Functionality until the debt is fully settled.

5.5.2. For each day of payment delay, the Licensee shall pay a penalty of 0.1% of the outstanding amount within 5 (five) business days of receipt of the Licensor's demand.

5.6. Refund of the Licence Fee.

5.6.1. The Licence Fee paid for the current billing period is non-refundable, except where the Software was unavailable due to the Licensor's fault for more than 72 hours in aggregate during the billing period, in which case the Licensor shall recalculate the fee proportionally to the duration of unavailability.

6. TRANSFER OF THE RIGHT TO USE THE SOFTWARE.

6.1. The right to use the Software is deemed transferred upon conclusion of this Agreement.

6.2. Transfer is effected by providing the Licensee with access to the Software Functionality.

7. WARRANTIES.

7.1. The Licensor warrants that it is the right-holder of the Software and has the right to conclude this Agreement. Use of the Software does not transfer exclusive rights to the Licensee. No rights to any Software content pass to the Licensee.

7.2. The Licensor warrants that the Software is free from third-party claims at conclusion.

7.3. The Licensor is not aware of third-party rights that might be infringed by granting the Licensee the right to use the Software.

7.4. The Licensor is not liable for losses caused by the Licensee's employees, third parties, equipment failures or force majeure.

7.5. The Licensor provides no warranties that the Software will meet the Licensee's subjective requirements.

8. LIABILITY OF THE PARTIES.

8.1. The parties are liable per this Agreement and applicable legislation.

8.2. A defaulting party shall compensate the other party's losses upon demand. The burden of proof rests with the injured party.

8.3. Use of the Software beyond the granted rights entails liability for infringement of the exclusive right to the Software.

8.4. The Software is provided without warranties of error-free or uninterrupted operation.

8.5. Submission of counter-offers and carrier search constitute entering into negotiations in good faith. The Licensee shall not negotiate without a genuine intention to reach an agreement.

8.6. Freight contracts are concluded outside the Platform. The Licensor bears no responsibility for service quality, cargo safety or financial settlements between Cargo Owner and Carrier.

8.7. In the event of the Licensee's breach of freight contract terms, the Licensor may block access or terminate this Agreement.

8.8. The Licensor is not liable for indirect losses, loss of revenue, contracts or anticipated savings.

9. TERMINATION.

9.1. The Agreement may be terminated by mutual consent or unilaterally out of court.

9.2. Unilateral termination requires at least 2 (two) calendar days' written notice.

9.3. The Licensor may immediately revoke access and terminate the Agreement upon breach of the terms of use, suspected unlawful use, or repeated (two or more) non-payment of the Licence Fee. Notice may be sent via Personal Account, e-mail, phone (including messaging apps), fax, telegram or registered mail.

9.4. The right to use the Software ceases upon termination of the Agreement.

10. DISPUTE RESOLUTION.

10.1. Mandatory pre-dispute claims procedure applies. Response within 15 calendar days.

10.2. Unresolved disputes are referred to the competent court at the Licensor's registered address.

11. FORCE MAJEURE.

11.1. Neither party is liable for non-performance due to force majeure: natural disasters, war, strikes, binding governmental orders or other extraordinary and unavoidable circumstances.

11.2. The affected party shall notify the other within 5 (five) calendar days with supporting documents. Failure to notify deprives the party of the right to invoke force majeure.

11.3. If force majeure continues for more than 30 (thirty) days, either party may terminate the Agreement without compensation.

12. MISCELLANEOUS.

12.1. The Agreement is valid for 1 (one) year from acceptance and auto-renews for 1 (one) year unless either party notifies termination at least 10 days before expiry.

12.2. Termination of the Licensor's exclusive right to the Software terminates this Agreement; notice within 10 (ten) calendar days.

12.3. The Licensor may amend this Agreement unilaterally by publishing a new version at <https://7rights.eu/docs/>. Amendments are deemed accepted upon the Licensee's conclusive act in the Personal Account.

12.4. The Licensee shall notify the Licensor of any change of details within 5 (five) business days via the Personal Account.

12.5. The Licensee confirms having notified all persons whose personal data were transferred to the Licensor and having obtained their consent to processing.

13. LICENSOR DETAILS.

Seven Rights Logistics LLC

Website: <https://7rights.eu> E-mail: partner@7rights.eu