

General Conditions of Use of the Coyote Service

Version dated 25 May 2018

These General Conditions of Use (hereinafter referred to as "GCU") govern the conditions of use of the Coyote service, owned and managed by the simplified joint-stock company with capital of EUR 3,368,528.80, identified under number 518 905 476 in the Nanterre Commercial Register, having its registered office at 25, quai Gallieni, Suresnes (92150), represented by its Chairman, domiciled in this capacity at said registered office (hereinafter referred to as "COYOTE SYSTEM").

COYOTE SYSTEM reserves the right to change these GCU at any time. These changes are enforceable as soon as they are made available online and may not apply to previously concluded agreements. The most recent version of the GCU is available on the COYOTE App and the website <https://www.moncoyote.com/> (hereinafter referred to as the "COYOTE Website").

These GCU are governed by French law.

INTRODUCTION

The GCU are made available to users (hereinafter referred to as "Users") on the COYOTE App and the COYOTE Website where they may be viewed freely.

User means any physical person or legal entity that uses the COYOTE Service.

All Users should carefully review these GCU before using the COYOTE Service. Use of the COYOTE Service implies full acceptance of these GCU.

The fact that COYOTE SYSTEM does not avail itself at any given moment of any one of the provisions of the GCU may not be construed as a waiver of the right to avail itself of such provisions at a later stage.

1. COYOTE Service

COYOTE SYSTEM develops and markets a subscription-based driver assistance service (hereinafter referred to as the "COYOTE Service"), which may be accessed, in particular, through on-board mobile, connected and geolocation-based COYOTE Apps, making it possible to communicate real-time traffic information to its User (a COYOTE Service subscriber), such as the speed limits in force, hazardous sections of road (in particular, road traffic conditions, accident-prone areas), hazards or navigation.

Any subscription to the COYOTE Service in addition to any use of the COYOTE App implies and entails full and complete acceptance of the COYOTE General Conditions of Sale.

The User may subscribe to the COYOTE Service on the COYOTE App downloaded from the mobile online sales platforms, Google Play or Apple Store, or from the COYOTE Website.

The terms and conditions of subscription in addition to the features of the COYOTE Service are set out in the COYOTE General Conditions of Sale.

When the Customer subscribes to the COYOTE Service from a mobile online sales platform, the conditions laid down by this platform shall apply.

The COYOTE Service subscription packages are available and may be viewed on the COYOTE App or on the COYOTE Website.

If the User does not subscribe to the COYOTE Service, the COYOTE App is accessible but the User will only benefit from navigation and the current speed of their vehicle on their COYOTE App.

2. Registration and logging into the COYOTE App

Use of the COYOTE App requires prior registration and the creation of a COYOTE user account.

The User guarantees that the data communicated to COYOTE for the creation of their COYOTE user account is accurate.

The User may create their COYOTE user account on the COYOTE App by entering their e-mail address, telephone number and country of residence, or on the COYOTE Website by entering their full name, date of birth, telephone number and e-mail address.

Upon registration, the User shall also create a password.

COYOTE SYSTEM shall inform the Customer by e-mail of the activation of their COYOTE user account and their login details (e-mail address or user name and password).

Once the COYOTE user account has been created, the User shall enter their login details in order to log into their account.

The User undertakes to keep their login details confidential and personal.

COYOTE SYSTEM will not be held responsible for the loss of their login details. The User is solely responsible for the use (fraudulent or otherwise) by third parties of their login details. The User therefore accepts and acknowledges that they are responsible for maintaining the confidentiality of the login details linked to their user account.

3. Use of the COYOTE App

In order to benefit from the services of the COYOTE App, the User shall download the App from the Google Play or Apple Store platforms, using as a minimum the iOS 8 or Android 4.1 (Jelly Bean) operating system.

The COYOTE App cannot work without accessing the User's geolocation. The User has the right to object to this geolocation at any time but expressly acknowledges and accepts that such an objection will make it impossible to use the App.

Use of the COYOTE App also requires mobile network coverage in the area where the COYOTE App is being used.

The User may incur communication charges when using the App, especially if they exceed their data allowance or if they use the App abroad. These communication charges shall be borne exclusively by the User, who expressly accepts them.

Similarly, the cost of the handsets required to access the App shall be borne exclusively by the User.

The COYOTE App may be used on a mobile telephone or the remote display of a vehicle.

In order to access the COYOTE App, the User logs into the COYOTE App by using their COYOTE login details (e-mail address or user name and password).

The User benefits from free access to the COYOTE Service for fifteen days after first installing the COYOTE App.

At the end of this period, a subscription is required in order to benefit from the COYOTE Service.

If the Customer does not subscribe to the COYOTE Service, they will only benefit from navigation and the current speed of their vehicle on their COYOTE App.

4. Service update

The User states that they are aware that GSM data networks (2G, 3G, 4G, etc.) of mobile telephone operators are continuously under development, that there are also zones in which GPS satellite signals cannot be detected (tunnels, canyon effects in cities and mountain areas), and that it is therefore possible that certain areas of the country may not be covered by these networks and access to the COYOTE Service will be disrupted as a result.

COYOTE SYSTEM may update the COYOTE Service remotely.

In a general manner, COYOTE SYSTEM reserves the option to develop the COYOTE App, the COYOTE Service and the communication technology used for the COYOTE Service at its sole discretion and expense.

5. Responsibility

Driver assistance systems are prohibited in certain countries. The User must comply with the legislation in force with regard to this matter and bears sole responsibility for using the Service as the law prescribes.

Using the COYOTE Service does not under any circumstances exonerate the User from the scrupulous observation of road traffic laws.

The User accepts that the COYOTE Service is not a substitute for the observation of road traffic regulations and that COYOTE SYSTEM will not be held responsible for any violations committed by the User.

Similarly, COYOTE SYSTEM will not be held responsible under any circumstances for remedying any indirect damages sustained by the User when using the COYOTE Service, including operating losses and commercial damages and, more broadly, any damage that does not arise exclusively and directly from a COYOTE SYSTEM failure.

COYOTE SYSTEM undertakes to do its utmost to ensure the proper functioning of the COYOTE Service. COYOTE SYSTEM cannot be held responsible under any circumstances in the event of problems arising from the use or malfunction of the Service.

It is expressly agreed that the functioning of the App and the COYOTE Service is in particular based on technologies developed and operated by third parties, and that COYOTE SYSTEM has no means of intervening in these operations.

COYOTE SYSTEM may therefore not be held responsible in the event of the failure of the GSM or GPS networks, or in the event of force majeure understood in particular to mean strikes, bad weather, wars, embargoes, failures of the electricity network, the Internet, satellites or a failure by mobile telephone operators to fulfil their obligations.

Furthermore, the User declares that they are aware that the functioning of the COYOTE Service relies in part on information provided to COYOTE SYSTEM by the Users, and by contracting third parties, especially with regard to information on speed limits, navigation, road traffic conditions and other reminders of road traffic regulations. As a result, COYOTE SYSTEM will not be held responsible under any circumstances if the information provided by Users or third parties is incomplete, out of date or false.

When using the Service, the User accepts all the risks and characteristics of using mobile handsets, in particular any transmission delays, technical malfunctions and risks of piracy.

The User will need to have the skills, equipment and software required to use the Internet.

6. Data protection and liberties

COYOTE SYSTEM undertakes to protect the User's personal data.

The User is informed that, for the purposes of the COYOTE Service, COYOTE SYSTEM collects and processes the geolocation data of the User (latitude, longitude, speed, direction). COYOTE SYSTEM only has access to the last known position of the User. Previous geolocation data is integrated by COYOTE SYSTEM anonymously into a database used by COYOTE SYSTEM. COYOTE SYSTEM never communicates personal or geolocation data to third parties, unless required by law.

In accordance with the provisions of Law No. 78-17 of 6 January 1978, known as "Data Protection and Liberties" and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as "GDPR", and subject to the requirement to prove their identity, the Customer has a right to access their data, and may request that the personal data relating to them be rectified, completed, updated, locked or deleted if this data is inaccurate, incomplete, ambiguous or outdated, or if the collection, use, communication or storage of this data is prohibited.

The downloading and functioning of the COYOTE App requires access to and transmission of certain elements such as your SIM card information (presence and card number) and IMSI. The App also enables you to use voice recognition and to access your contacts directly from such voice recognition. It also enables access to your contacts in order to navigate to your contact. The voice and contacts are not stored.

Android may also ask to access the Coyote Overlay (optional).

The User also has the right to object, for legitimate reasons, to the processing of their personal data. Such an objection will, however, make it impossible to use the App. Users who make such a request therefore undertake to no longer use the App.

The User may exercise these rights by sending a letter together with proof of identity to the following address: COYOTE SYSTEM – Informatique et Libertés – 25, quai Gallieni – 92150 SURESNES or by sending a request to gdpr@moncoyote.com.

Banking data is kept during the withdrawal period for the purposes of issuing a refund if the right of withdrawal is exercised, and then for the deductions of each monthly instalment and for a period of three months after expiry of the subscription to the COYOTE Service for the purposes of recovery. The Customer may agree to allow their data to be retained by COYOTE SYSTEM until expiry for the purposes of renewal. Banking data is stored securely by a third-party service provider.

Coyote reserves the right to share its customers' details with partners for non-commercial purposes in order to seek their advice on its products and services. Moreover, the customer may provide their opinion via the private organisation Verified Reviews. These opinions may be displayed publicly. To that end, and in order to preserve the customer's anonymity, only the first name and first letter of the surname will be used. All the terms and conditions may be viewed at the following link: http://www.verified-reviews.co.uk/index.php?page=mod_conditions_utilisation

7. Intellectual property

COYOTE SYSTEM is the exclusive holder of the intellectual property rights to the COYOTE App and the COYOTE Service. COYOTE SYSTEM is also the sole owner of the COYOTE Data which is automatically generated by the COYOTE App or generated manually by the User. "COYOTE SYSTEM" and "COYOTE" are registered trademarks of COYOTE SYSTEM.

The COYOTE App uses the mapping and search engine provided by HERE. HERE is the exclusive holder of the intellectual property rights to this data.

No provision of these GCU can be interpreted as effecting any kind of transfer of intellectual property rights to such signs and information to the User.

8. Applicable law and competent jurisdiction

These GCU are governed and interpreted by French law. The law of interpretation is French in the event of a dispute over the meaning of a term or a provision of these GCU.

Any dispute relating to the use of the COYOTE App will be subject to the exclusive competence of the French courts and, more specifically, the competent court in Paris, with the exception of disputes related to private individuals, for whom the legal regulations on the attribution of competence apply.

APPENDIX 1

END USER LICENCE AGREEMENT

This end user licence agreement (hereinafter referred to as "EULA") is proposed by the company COYOTE SYSTEM, a simplified joint-stock company with capital of EUR 3,368,528.80, identified under number 518 905 476 in the Nanterre Commercial Register, having its registered office at 25, quai Gallieni, Suresnes (92150), represented by its Chairman, domiciled in this capacity at said registered office (hereinafter referred to as "COYOTE SYSTEM").

COYOTE SYSTEM reserves the right to change this EULA at any time without prior notice. These changes are enforceable as soon as they are made available online and may not apply to previously concluded agreements. The most recent version of the EULA is available on the COYOTE Website at the following address: <http://www.moncoyote.com>.

INTRODUCTION

COYOTE SYSTEM develops and markets the on-board COYOTE GPS Terminal making it possible to communicate real-time traffic information to its user (a COYOTE Service subscriber), such as the speed limits in force, hazardous sections of road (in particular, road traffic conditions, sections of road with a high volume of traffic, accident-prone areas, speed control areas), or specific hazards (in particular, traffic obstacles, hazardous routes, temporary dangers).

The COYOTE Terminal operates mainly through software developed by COYOTE SYSTEM which is its sole owner (hereinafter referred to as the "Software"), which involves the processing of certain data relating to both the position of your vehicle (latitude, longitude, speed and direction), the presence of hazardous sections of road as recorded by COYOTE SYSTEM or flagged up by the user community as a whole, in addition to specific hazards (hereinafter referred to as the "COYOTE Data").

Activation of the COYOTE Terminal implies full and complete acceptance of this EULA. This EULA is the only applicable agreement and replaces any other conditions, unless a prior, written exemption is expressly granted by COYOTE SYSTEM.

ARTICLE 1 – RIGHTS GRANTED

1.1 Through this EULA, COYOTE SYSTEM grants the Customer (hereinafter referred to as the "End User"), the limited, non-transferable and non-exclusive right to personal use of the Software (hereinafter referred to as the "Licence") according to the terms and conditions set forth hereinafter, which the Customer accepts.

1.2 The Licence contains the right to use the Software (including its documentation) for the duration of the Agreement alone.

1.3 The Licence does not comprise any transfer of ownership of the Software or any of its elements (including the documentation) to the End User.

1.4 The End User undertakes to not decompile, reproduce, translate, adapt, arrange or modify the Software or the associated documentation, even if such acts are necessary in order to enable use of the Software for its intended purpose.

1.5 The End User may only make one back-up copy of the Software as may be necessary for the operation of said Software, for security purposes.

The End User is prohibited from transferring, lending and, more broadly, disclosing to any third party the back-up copy they may have made.

The End User is required to reproduce on the back-up copy all of the copyright and proprietary notices appearing on the Software.

1.6 The End User is prohibited from using the Software with any product other than the COYOTE Terminal.

1.7 The End User is prohibited from engaging in any transfer or redistribution of the Software or sub-licence without the express, written and prior consent of COYOTE SYSTEM.

COYOTE SYSTEM reserves the right to transfer the EULA to a third party.

ARTICLE 2 – INTELLECTUAL PROPERTY

2.1 COYOTE SYSTEM represents and warrants that it holds all the intellectual property rights to the Software and its documentation. COYOTE SYSTEM is either the owner of the COYOTE Data, or the holder of a licence to use such Data pursuant to licence agreements concluded with third parties.

The End User permanently waives the right to dispute, either directly or indirectly, the validity of any such intellectual property rights, or COYOTE SYSTEM's ownership of such rights.

2.2 The Software and its documentation are protected by copyright, proprietary rights and by the international treaties in force.

2.3 Any act by the End User that is unauthorised by the Licence would therefore constitute an infringement which may result in legal proceedings.

ARTICLE 3 – UPDATES

3.1 From time to time, COYOTE SYSTEM may update the Software remotely in order to improve its performance and correct any errors detected during the performance of the Agreement and/or to update the Software to ensure it complies with the regulations and/or wishes of government authorities.

3.2 The Customer undertakes to enable the automatic update of the Software and not to interrupt the downloading and installation of data sent remotely by COYOTE SYSTEM.

3.3 The Customer accepts that the Software and the COYOTE Terminal may not function correctly during updates.

ARTICLE 4 – GUARANTEE

1. The provisions of the Licence are without prejudice to the guarantees granted by the law and regulations in force.

2. COYOTE SYSTEM guarantees the End User that the Software or the third-party software will function mainly in accordance with the specifications, subject to proper installation of the Software updates in accordance with Article 3 above.

3. COYOTE SYSTEM does not guarantee that the functioning of the Software or the third-party software will be uninterrupted and error-free, or that any Software defects will be corrected.

4. COYOTE SYSTEM cannot guarantee the End User that the Software or the third-party software is suited to their personal needs or fit for a specific purpose.

5. COYOTE SYSTEM will not be held responsible for loss of information or data, or for any other direct or indirect damage arising from the use of the COYOTE Terminal and/or the Software and/or the third-party software.

ARTICLE 5 – TECHNICAL SUPPORT

5.1 The Licence includes the right for the End User to obtain free telephone technical support (excluding connection costs) relating to the use of the COYOTE Terminal and/or the Software.

5.2 The terms and conditions for contacting the technical support department are set out in the COYOTE SYSTEM General Conditions of Sale.

ARTICLE 6 – PERSONAL DATA

6.1 The functioning of the Software renders it necessary to collect and automatically process the End User's personal data in the sense of Law No. 78-17 of 6 January 1978 on data protection, files and liberties, which the End User recognises and expressly accepts.

COYOTE SYSTEM never communicates personal data or journey data to third parties, unless required by law.

6.2 The exercise by the End User of their right to object to the collection of their data during use of the Software constitutes an obstacle to the formation of the EULA and to the performance of the Agreement.

6.3 The automatic processing of personal data is subject to a declaration to the National Commission for Data Protection and Liberties (Commission Nationale de l'Informatique et des Libertés).

6.4 The End User has a right to access, change, correct or delete personal data which they can exercise by sending a written request to COYOTE SYSTEM in line with the provisions of the COYOTE SYSTEM General Conditions of Sale.

ARTICLE 7 – CANCELLATION

7.1 The Licence shall be automatically cancelled and without consideration for the End User if they infringe the obligations set out in the Licence.

7.2 The exercise by the End User of their right to the deletion of their personal data shall result in immediate cancellation and without consideration for the End User of the Licence.

7.3 Cancellation of the Licence implies an obligation on the part of the End User to cease using the Software with immediate effect.

ARTICLE 8 – MISCELLANEOUS

The above introduction forms an integral part of this EULA.

SPECIFIC NAVIGATION SOFTWARE LICENCE CONDITIONS FOR COYOTE TERMINALS OFFERING THIS SERVICE

COYOTE SYSTEM is contractually required to include the General Conditions of Sale hereinafter, which apply subject to local rules of consumer law.

Any legal remedy in this regard must be brought against the author of these General Conditions of Sale.

ALK / End User Licence Agreement

Use of the CoPilot Software (hereinafter referred to as the "Software") from ALK Technologies, Inc. (hereinafter referred to as "ALK"), contained herein, is subject to your acceptance of the following End User Licence Agreement (hereinafter referred to as the "EULA"). You are only authorised to use the Software after accepting the EULA. You can accept the EULA by: i) clicking on the option indicating that you accept or agree to the conditions of the EULA, where this option is made available to you in the ALK Software interface or ii) installing and using the Software. In so doing, you indicate that you understand and accept that ALK will consider your use of the Software as acceptance of the EULA, as of the date of first use. You are not authorised to use the Software or accept the EULA if: i) you are under the legal age of majority and are therefore not entitled to enter into a binding contract with ALK or ii) you are prohibited from owning the Software under the laws of the United States or any other country, including your country of residence or the country from which you are accessing the Software.

By accepting the terms of the EULA, you acknowledge the following provisions: i) ALK is not responsible for any Third-Party content; ii) the Software may collect and use data for which ALK is required to comply with privacy rules; iii) for some features of the Software, you will need to have a wireless Internet and data connection enabled on your mobile device (your mobile operator may charge you for using this network, for which ALK is not responsible); iv) ALK uses different third-party suppliers of map data (hereinafter referred to as the "Map Data") (to check which Map Data EULA applies to your Product, please refer to the "About" page of your Software); v) the use of real-time route guidance is at your own risk; and (vi) location data may be inaccurate.

Insofar as possible, ALK will provide you with a translation of the EULA for information purposes only. You agree that these translations are provided for reference purposes only. You also agree that the English version of the Agreement shall prevail and be enforceable in law in the event of a dispute. ALK's general conditions displayed on its website, in addition to any of ALK's associated pages, are hereby incorporated by reference to the EULA and therefore form a binding agreement. We regularly update the EULA and our website and encourage you to visit those pages.

END USER LICENCE AGREEMENT (EULA) FOR THE COPILOT® SOFTWARE

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Transfer: you may transfer your Software to another device provided that a) the Software is installed on only one device at a time and b) the second device is running the same operating system as the original one. In order to transfer your Software from one device to another, you must follow the deactivation procedure described on the following help page: <http://activate.alk.com>. If, for repair purposes or read-only memory (hereinafter referred to as "ROM") changes, you are unable to apply the deactivation procedure, you are likely to encounter the anti-piracy protection implemented by ALK at your next activation.

Anti-Piracy Protection: the Software may require an activation of the product and contain other technologies designed to prevent unauthorised use and copying. When you have been provided with

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Limited Warranty: ALK warrants that the Software will function substantially in accordance with its accompanying written materials for a period of 30 days from the date of purchase. Any implied warranties relating to the Software are limited to this 30-day period insofar as this limitation is authorised by the laws in force.

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Warning: the Software and the data it contains are only a navigation aid. You must comply with the road traffic regulations in force and use common sense when you use the Software. The actual situation when driving, and compliance with the road traffic regulations, always take precedence over the information or data provided by the Software. You must control your vehicle and your speed at all times. You must be able to react appropriately and perform any necessary manoeuvre. You must drive carefully and in a manner that is respectful of other road users at all times. ALK will not be held responsible for any information provided by the Software including any map data, traffic information and route calculations. The use of real-time route guidance is at your own risk. Traffic and location information may not be accurate or timely.

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Legal Jurisdiction: for products sold in North America, this Licence is governed by the laws of the State of New Jersey, United States. For any other product, this Licence is governed by the laws of England and Wales.

Date: this EULA was last updated on 19 April 2011. For updates, check www.copilotlive.com/legal on a regular basis.

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Maintenance and Support: ALK is solely responsible for providing maintenance and support services relating to the Software as required under applicable law. Apple has no obligation to provide any maintenance and support services with respect to the Software.

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