

Introduction

As a condition to using the Gurtam's trademarks, trade names, service marks, logos or other identifying or distinctive marks (referred to collectively as the "Marks"), you agree to all the guidelines and instructions below («Guidelines»). These Guidelines, among other things, clarify the ways you can and cannot use the Marks for marketing and other purposes. By using Gurtam's Marks, you agree to adhere to these Guidelines and specifically to the use requirements and terms below.

If the Customer has a separate written agreement with Gurtam, such as an Wialon hosting/local software license agreement or other, such agreement may include different or additional terms concerning the use of Gurtam's Marks that differ from those contained within these Guidelines. In such case you should follow those specific guidelines provided within such agreement. If you are a licensee, but have been provided no special guidelines, then follow these Guidelines.

List of Marks

The list of Gurtam's Marks provided here may be updated with new information

from time-to-time and without notice and should be referred to regularly. Note that the list may not be comprehensive, and the omission of a Mark from the list does not represent any waiver of any intellectual property rights of Gurtam in or to such Mark. If in doubt about whether or not a particular name, mark or logo is a Gurtam's Mark, or if you have any questions about the use of Marks, contact Gurtam's Legal Department for assistance.

[Wialon™ and Gurtam™](#)
[flespi™](#)

Article 1. Grant of Right

Section 1.1 Gurtam hereby grants to the Customer an non-exclusive, royalty-free license to use each Mark in connection with the Customer's business on the territory of use of the software for satellite monitoring and control of mobile objects or other software of Gurtam (the "Software"). The right to use the Software is provided by Gurtam on the basis of a license agreement.

Section 1.2 The Customer may use the Marks while its right to use the Software is in existence or as needed for the performance of the obligations and rights between Gurtam and the Customer

unless otherwise agreed upon in writing.

Article 2. Reservation of Rights

All rights not expressly granted to the Customer in Article 1 are reserved to Gurtam. The Customer disclaims any use of the Marks except in accordance with the express grants in Article 1. The Customer expressly agrees that its use of the Marks shall be consistent with all relevant terms of the license agreement for granting the rights to use of the Software.

Article 3. Form of Use

Section 3.1 The Customer agrees to use the Marks in good faith and acknowledges that significant good reputation, prestige and goodwill are associated with Gurtam's Marks and that Gurtam's Marks are well recognized in the minds of the public. The Customer acknowledges that it is of great importance to each party that the high standards, good reputation and image represented by Gurtam's Marks be maintained at all times. The Customer shall exercise its best efforts to safeguard the good reputation and goodwill represented by Gurtam's Marks and the good image associated therewith at the same level as that previously maintained

by Gurtam, or higher. The Customer acknowledges and agrees that the use of Gurtam's Marks by the Customer shall inure to the benefit of Gurtam.

Section 3.2 Except as required by law, the Customer agrees not to use the Marks in connection or combination with the name, logo, trademark, service mark, inscription or designation of any party other than the Customer without Gurtam's prior written approval. The Customer shall at no time adopt or use, without Gurtam's prior written consent, any variation of the Marks or any word or mark similar to or confusing with the Marks.

Section 3.3 There is no connection between the Gurtam's Marks and computer software, products and services other than the association created by Gurtam. Gurtam was created by spending time and money to establish goodwill in its products, services and trademarks. As a result, you may not use the Marks (together or individually), words with similar connotations or pronunciations, translations of those words, or other words that may cause confusion in the market as a trademark for Customer's products.

Section 3.4 The Customer agrees to include on all displays of the Marks to third parties all notices and legends required by applicable law or regulations to preserve and protect all of Gurtam's rights in, to and under the Marks, including without limitation those reasonably requested by Gurtam.

Section 3.5 When referring to Gurtam products or services the Customer shall use the applicable Mark, and ensure that such references: (i) are truthful, fair, and not misleading; and (ii) comply with these Guidelines. Note that these Guidelines may be modified by Gurtam from time-to-time in its sole discretion. Specifically, the Customer shall ensure that the Customer:

- follows the directives within these Guidelines;
- use the appropriate mark symbol and mark acknowledgment of Gurtam's ownership of the particular Mark.

Article 4. Blogs

Gurtam does not allow the use of the Marks in the title of blogs or otherwise in the blog except as a descriptive reference to Gurtam or its services. Gurtam does not allow use of its Marks in blogs except as permitted in these Guidelines.

Article 5. Manufactured Items

Generally, Gurtam does not permit the use of its Marks (except Marks Wialon™ flespi™) on manufactured products (T-shirts, packaging, other memorabilia). If the Customer wishes to use the Marks on manufactured items, it must request using and Gurtam will consider the request. The Marks may not be used on any products without Gurtam's express written permission. The only way to obtain permission to use the Marks is by entering into a written license agreement with Gurtam, signed by both Gurtam and the licensee or by qualifying under or complying with the permissions set forth in these Guidelines. Absolutely no exceptions. If the Customer is a publisher of software, books, t-shirts or any other products, you may not use the Marks unless the Customer has entered into a written agreement with Gurtam that allows the Customer to do so or the Customer qualifies for use under the permissions. If anyone is a consumer of a product that contains the Gurtam's Marks and believes it is not an official product of Gurtam, please bring it to our attention by contacting through e-mail: marketing@gurtam.com.

Article 6. Mark and Trade Name

The Mark is not only a trademark used to identify Gurtam's products and services; it also serves as Gurtam's company name. Therefore, the words, which Marks consist of, can be generally used in two (2) different ways: (i) as a trade name to identify the Gurtam company; or (ii) as a trademark to identify its various products. When referenced as a trade name, there is no need to include a trademark after the Mark. The Mark is used as a trademark when the Mark is an adjective used as a brand name for its products. When referenced as a trademark, include the proper trademark symbol after the appropriate Mark.

Article 7. Ownership of Intellectual Property

Unless prohibited by applicable law, the Customer agrees that Licensor is the sole and exclusive owner of all right, title and interest in the Marks and any rights related thereto. The Customer agrees not to directly or indirectly question, attack, contest or in any other manner impugn the validity of the Marks or Gurtam's rights in and to the Marks, or these Guidelines, including without limitation, in any action in which enforcement of a

provision of these Guidelines is sought; nor shall the Customer willingly become a party adverse to Gurtam in litigation in which a third party contests the validity of the Marks or Gurtam's rights in and to the Marks.

Article 8. Proceedings

Section 8.1 The Customer acknowledges that Gurtam shall have the sole right, in its sole discretion, to bring or defend (in its name or in the name of any Gurtam's Affiliate) any proceedings relating to alleged infringement, misappropriation or other violation of any Gurtam's Mark by any Person or the alleged infringement, misappropriation or other violation of the rights of any Person by the Customer's use or other exploitation of any Gurtam's Mark worldwide.

Section 8.2 The Customer shall promptly notify Gurtam in the event that the Customer learns of any infringement, misappropriation or other violation of any Gurtam's Mark in the Customer territory or the alleged infringement, misappropriation or other violation of the rights of any Person by the Customer's use or exploitation of in the Customer territory. Should Gurtam bring or defend any such proceedings in the Customer

territory, (a) the Customer shall cooperate with Gurtam in connection therewith, including without limitation being joined as a party in any such proceedings upon Gurtam's request and (b) Gurtam shall solely bear all costs and expenses for any such proceeding and shall retain any monetary damages or awards recovered in any such proceeding. Gurtam shall control any such proceeding, and any settlement, consent judgment or voluntary final disposition of any such action shall be at Gurtam's sole discretion.

Article 9. Further Assurances

Upon the request of Gurtam, the Customer shall execute and deliver any and all documents and instruments, and do such other acts, that may be necessary or desirable to evidence the ownership of rights and each assignment and transfer described in these Guidelines. The Customer will do the same to enable Gurtam to secure the rights of Gurtam and its Affiliates in the Confidential Information, Gurtam's Marks, Intellectual Property Rights relating to any of the foregoing, and to apply for, prosecute and enforce any such Intellectual Property Rights, or to obtain any extension, validation, re-issue,

continuance or renewal of any such Intellectual Property Right, in each case in any and all jurisdictions.

Article 10. Limitation of Liability

To the extent not prohibited by applicable law, neither Party shall be liable for any loss of profits, loss of business, loss of use, loss of data, or interruption of business, nor for any indirect, special, incidental, consequential or punitive damages of any kind related to the performance or non-performance of these Guidelines, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and whether or not the Party is informed of the possibility thereof in advance, except if and to the extent specifically provided herein.

Article 11. Applicable Law

These Guidelines shall be governed in all respects by the substantive laws of Lithuania. Any controversy, claim, or dispute arising out of or relating to the Guidelines shall be subject to the jurisdiction of the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration as in force and effect on the date of the Guidelines.

Disputes shall be settled by a single arbitrator. Arbitration proceedings shall be held in Vilnius, Lithuania. The place of arbitration shall be Vilnius, Lithuania. The language of arbitration shall be English. Relevant documents in other languages shall be translated into English if the arbitrators so direct. All expenses and costs of the arbitrators and the arbitration in connection therewith will be shared equally, except that we and your entity will each bear the costs of its own prosecution and defense, including without limitation attorney's fees and the production of witnesses and other evidence. Any award rendered in such arbitration shall be final and may be enforced by either party.