

MEMORANDUM OF UNDERSTANDING

Nr 2020-04

between

SA Tallinna Teaduspark Tehnopol (hereinafter Tehnopol),
represented by Accelerate Estonia, eCMR project manager Heiti Mering
and the following companies (who are hereinafter referred to as the Partner)

Nr.	Name of Partner	Represented by	Address
1	Association of Estonian International Road Carriers MTÜ and MobiCarnet OÜ	Toivo Kuldkepp	Narva mnt 91, 10127 Tallinn
2	Ospentos International OÜ and Q-Step OÜ	Haiti Arendi	Kesk-Sõjamäe 10a, 11415 Tallinn
3	Thorgate Digital OÜ and Waybiller OÜ	Ivar Meriloo	Mäealuse 2, 12618 Tallinn
4	Tallink Grupp AS	Toomas Susi	Sadama 5, 10111 Tallinn
5	Catapult Labs OÜ	Märt Ostra	Narva mnt 31, 10120 Tallinn
6	Via3L Spedition OÜ	August Tillo	Kalmari tee 10, Karla, 75326 Harjumaa
7	PROLOG MTÜ	Tõnis Hintsov	Jaama 2, 11621 Tallinn
8	Empowerment OÜ	Andres Haavel	Lasnamäe 4b, 11412 Tallinn
9	Intepia OÜ	Riho Vedler	Järvevana tee 9, 11314 Tallinn

Parties signing this document have agreed upon the following:

1. Introduction and objective

1.1. This Memorandum of Understanding (MOU) expresses the understandings and common interests of Accelerate Estonia and all signed **Partners**, hereinafter individually referred to as the Party and collectively as the **Parties**, with regard to the project *Digital real-time*

ecosystem for logistics (hereinafter the **Ecosystem**) being developed in Accelerate Estonia program (<https://accelerateestonia.ee/en/digital-real-time-ecosystem-for-logistics/>).

- 1.2. The objective of this MOU is to express the willingness of the Parties to engage in an effort to promote the Ecosystem as well as to pilot, test and evaluate the user-friendliness thereof.
- 1.3. In order to carry out and fulfil the objectives of this MOU, each Party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. Accelerate Estonia and Partner staff will meet regularly to discuss among other issues relevant user-feedback, progress of collaboration and to plan activities in relation to the Ecosystem.
 - 1.3.1. The appointed contact on behalf of Tehnopol, based on mandate representing Accelerate Estonia, is Heiti Mering, e-mail heiti@accelerateestonia.ee.
 - 1.3.2. The appointed contact(s) on behalf of the Partner are
 - 1.3.2.1. ERAA, Lauri Lusti, e-mail lauri.lusti@eraa.ee
 - 1.3.2.2. Mobicarnet OÜ, Lauri Lusti, email lauri.lusti@eraa.ee
 - 1.3.2.3. Ospentos AS, Haiti Arendi, e-mail Haiti.arendi@ospentos.com
 - 1.3.2.4. Q-Step OÜ, Haiti Arendi, Haiti.arendi@qstep.eu
 - 1.3.2.5. Thorgate Digital OÜ, Ivar Merilo, e-mail ivar@thorgate.eu
 - 1.3.2.6. Waybiller OÜ, Ivar Merilo, e-mail ivar@thorgate.eu
 - 1.3.2.7. Tallink Group AS, Toomas Susi, e-mail toomas.susi@tallink.ee
 - 1.3.2.8. Catapult Labs OÜ, Märt Ostra, mart.ostra@catapultlabs.eu
 - 1.3.2.9. Via3L Spedition, August Tillo, august.tillo@via3l.eu
 - 1.3.2.10. Empowerment OÜ, Andres Haavel, andres.haavel@empowerment.ee
 - 1.3.2.11. PROLOG MTÜ, Tõnis Hintsov, tonis.hintsov@prolog.ee
 - 1.3.2.12. Intepia OÜ, Riho Vedler, riho.vedler@intepia.com

2. Obligations of the Parties under the MOU

- 2.1. Accelerate Estonia will supply the Partner with necessary access to the digital real-time ecosystem for logistics and will provide necessary and appropriate guidance and supervision for the use thereof. For that the Partner will be granted an unconditional and royalty-free licence to utilise and explore the Ecosystem for the purposes of this MOU.

- 2.2. The Parties acknowledge that the Ecosystem is a preliminary prototype that can be utilised by the Partner in a real-life business processes, however the Parties will not in any ways be responsible for any inconsistencies in the technical performance of the Ecosystem nor possible technical failures thereof. Parties will hence not be responsible towards each other for any indirect or consequential loss or damage and/or any loss of profits, turnover, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); and/or any loss of data resulting from these inconsistencies.
- 2.3. The Parties confirm that they wish to use the Ecosystem and the data exchange platform contained therein because they see its value to their core activities in goods transportation.
- 2.4. Notwithstanding Sections 2.1 and 2.3 above, this MOU does not
 - 2.4.1. create an exclusive working relationship between the Parties;
 - 2.4.2. supersede or interfere in any way with any arrangements or contracts entered into between or by the Parties, either prior to or subsequent to the signing of this MOU;
or
 - 2.4.3. create any obligations on the Parties to provide funds, nor does it constitute a legally binding commitment by the Parties or create any rights for any third party, except as set forth in Sections 4.1 and 4.2 below. Each Party will be fully and solely responsible for any and all expenses it incurs in relation to this MOU.
- 2.5. None of the Parties shall include, assign, sub-license the rights deriving from this MOU or the benefit or advantage hereof to any other person(s) without prior written consent of the Party that owns the relevant IP first being obtained.
- 2.6. In case when Partner wishes to engage subcontractors in ecosystem testing, they will also be subject to the terms and conditions of this MOU.

3. Term and termination

- 3.1. MOU will take effect on signature by the Parties and will remain in effect for 24 months from this date, unless an extension or termination is mutually decided upon in writing by the Parties.
- 3.2. Any Party may terminate MOU at any time for whatever reason by giving Accelerate Estonia a written notice of its intention to terminate. For the sake of clarity, termination of

MOU shall be effective only for the terminating Party and shall not affect the validity of MOU with regard to other Parties.

- 3.3. Without prejudice to Section 3.2 Accelerate Estonia will reserve the right to terminate MOU with immediate effect with regard to one, some or all of the participating Partners for whatever reason, but above all if it becomes evident that Ecosystem is used contrarily to the objectives of this MOU, or if it becomes evident that the Partner does not respect the confidentiality of information provided under this MOU.

4. Confidentiality and data protection

- 4.1. The Parties agree that they shall not, at any time, disclose any information, any documentation in relation to the Ecosystem or the specifications about the design of the Ecosystem, or the affairs of business or method of carrying out the business of the other Party (confidential information) without prior written consent of the concerned Party. Without prejudice to the aforementioned, for purposes of this MOU, confidential information shall include all information or material that has or could have commercial value or other utility in the business in which the disclosing Party is engaged. Methods of disclosure include, but are not limited to, written, oral, electronic or any other form of recording.
- 4.2. Receiving Party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to confidential information to employees, contractors and third parties as is reasonably required. The Parties may only use such confidential information in connection with this MOU or in connection with the utilisation of Ecosystem. In case of involving Subcontractors in the testing or using the Ecosystem, the Parties shall ensure that such staff and Subcontractors are aware of and shall comply with these confidentiality obligations.
- 4.3. Section 4.1 does not apply to the extent that such information was already in the public domain at the time of the disclosure otherwise than by breach of this MOU; or such information is independently developed without access to the other Party's confidential information.

- 4.4. The nondisclosure provisions of this MOU shall be effective even after the termination of this MOU and the Party's duty to hold confidential information in confidence shall remain in effect until the confidential information no longer qualifies as a trade secret or until the disclosing Party sends the receiving Party a written notice releasing the receiving Party from this obligation, whichever occurs first.
- 4.5. Any personal data disclosed for the purposes of this MOU and via the Ecosystem will be processed only to the extent necessary for the provision of the services envisaged in this MOU. The Parties adhere to the relevant data protection regulations, in particular to regulation 679/2016 of the European Parliament and of the Council (General Data Protection Regulation) in respect of the data processing. Among other duties, the Parties ensure that personal data is processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures; and such data is kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.
- 4.6. The Parties will inform each other of any personal data breaches or likely breaches and will draw attention to the risks related to personal data protection. The Parties will provide each other with necessary assistance and cooperation to mitigate personal data breaches that are likely to occur.

5. Other Provisions

- 5.1. All notices, demands and other communication under this MOU in connection with the functioning and performance of the Ecosystem and the relevant feedback shall be written in Estonian or English language and shall be sent to e-mail address heiti@accelerateestonia.ee. Any notice shall be effective from the date on which it reaches the concerned Party.
- 5.2. This MOU shall be interpreted in accordance with the laws of the Republic of Estonia.
- 5.3. It is understood and agreed that all Parties enter into this MOU voluntarily and in good faith to pursue and promote the Ecosystem as set forth herein.

- 5.4. Each Party hereto shall be solely responsible for the payment of their own expenses and none of the Parties shall have the authority to legally bind other Parties to any type of obligation or liability.
- 5.5. This MOU is signed in digital form.