



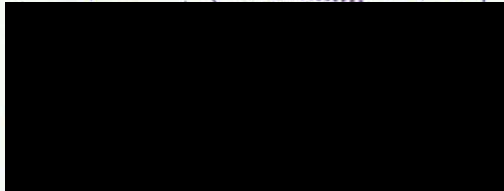
महाराष्ट्र MAHARASHTRA

2025

DZ 543125

तो सर्व्व ६ महिन्यांच्या आत वापर करावयाचा आहे
दस्तावेजाप्रकार / अनुच्छेद क्रमांक Agree
रस्त नोंदणी करणारा आहेत का ?
नोदणी करणारा अजलाशात द्याय मिळविलेला कार्यालयाचे नाव :
मोठ्यापत्तीचे स्थान
नोदणी रक्कम
मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता
मुद्रांक पक्षकाराचे नांव
हस्तो असण्यास नांव व पत्ता
मुद्रांक शुल्क रक्कम
मुद्रांक विक्री पॉट बही अनु. क्रमांक
मुद्रांक विकत घेणाऱ्याची सही
प्रकरण वाचक मुद्रांक विक्रेत्याची सही/पत्ता
मागणारा क्रमांक

Skyark Labs India Pvt Ltd



02 JUL 2025

प्रथम मुद्रांक लिपीक
कोषागार पुणे कारिता

08 JUL 2025

The Pune Lawyers Consumer
co-op Society Ltd Pune
Lic No 2024



ENTERPRISE SOFTWARE LICENSE AND DISTRIBUTION CONTRACT

This Enterprise Software License and Distribution Contract (the “Contract”) is made and entered into as of this 04 day of July, 2025 (the “Effective Date”),

BETWEEN:

SKYLARK LABS INDIA PVT. LTD., a company organized and existing under the laws of India, with its principal office at **1123, Geras Imperium Rise Plaza, Hinjewadi, Pune, Maharashtra, 411057**, (hereinafter referred to as “**Licensor**” or “**Skylark**”).

AND:

_____, a company organized and existing under the laws of India, with its principal office at _____, (hereinafter referred to as “**Licensee**” or “**Customer**”).

(Licensor and Licensee may be referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Skylark Labs, Inc., a Delaware corporation and parent company of the Licensor, has, through its **Mobility** business division, developed and owns a proprietary suite of software solutions leveraging its unique **Adaptive AI technology**;

WHEREAS, this suite includes a proprietary operating system known as **AdaptiveEdge OS** and an advanced analytics platform known as **Kepler** (collectively, the “**Software**”);

WHEREAS, Licensor, as a subsidiary of Skylark Labs, Inc., has been granted the rights to sublicense the Software in the Territory for use in hardware products such as dashcams;

WHEREAS, **Customer** is a leading technology services provider that formulates and implements integrated environments and concepts for its customers, and also is a manufacturer and distributor of in-vehicle hardware, including its line of dashcam products (the “**Hardware**”);

WHEREAS, Customer desires to license the Software for integration with its cloud applications to provide its customers with market-leading analytics and features, and Skylark is willing to grant such a license subject to the terms and conditions of this



SCHEDULE A: FEES & PAYMENT SCHEDULE

This Schedule outlines the financial terms associated with the Enterprise Software License and Distribution Contract.

Total Contract Value (Initial 3-Year Term): \$21,161,000 USD

Total Licensed Units (Initial 3-Year Term): 18,000 Units (6,000 units per year)

Fee Structure (Annual Breakdown):

1. Upfront Platform Setup & Integration Fee:

- Amount: \$11,000 USD (already collected)
- Due Date: Within 30 days of the Effective Date.

2. License Fee Milestone Payments:

Payments will be invoiced by Skylark upon Customer's written confirmation of achieving the deployment milestones outlined in Schedule B.

○ Milestone 1 – Activation of Initial Devices

- **Trigger:** Activation of the first 1,500 cumulative Licensed Units.
- **Annual License Fee:** \$2,100,000 USD
- **Per Unit Annual Rate:** \$1,400 USD
- **Total Term Amount:** \$6,300,000 USD (3-year commitment)

○ Milestone 2 – Expansion Phase

- **Trigger:** Activation of the remaining 4,500 units (for a cumulative total of 6,000 Licensed Units).
- **Annual License Fee:** \$4,950,000 USD
- **Per Unit Annual Rate:** \$1,100 USD
- **Total Term Amount:** \$14,850,000 USD (3-year commitment)

Annual License Fee Summary:

- **Total Devices Licensed per Year:** 6,000
- **Blended Annual License Fee:** \$7,050,000 USD
- **Total License Fees Over 3-Year Term:** \$21,150,000 USD
(excluding USD 11,000 one-time platform setup fee)



Contract Term:

- Three (3) years, totaling 18,000 licensed units (6,000 devices annually)

SCHEDULE B: ROLLOUT PLAN & MILESTONE TRIGGERS

This Schedule details the phased deployment and activation of Licensed Units, which trigger the milestone payments detailed in Schedule A.

Phase	Deployment Deadline (from Effective Date)	Minimum Cumulative Units Activated
Phase 1: Activation of Initial Devices	9 months	1,500
Phase 2: Expansion Phase	12 months	6,000

SCHEDULE C: KEY PERFORMANCE INDICATORS (KPIs)

This schedule will contain specific, measurable, and objective metrics to evaluate the performance of the Software within the Integrated Product.

KPI Category	Metric	Target Threshold
System Stability	Crash Rate	e.g., < 0.5% of active sessions
Performance	Feature Processing Time	e.g., < 300ms for collision warning
Accuracy	Cumulative False Positive Rate	e.g., < 3%

In the event KPIs are not finalized within sixty (60) days of the Effective Date, the last formally communicated draft shall apply as interim KPIs until mutually revised and signed off by both Parties.

SCHEDULE D: LICENSED SOFTWARE MODULES

The following software modules, as detailed in associated invoices and technical



documentation, are licensed to Customer under this Contract:

1. Speeding Violation Detection
2. Wrong Lane Violation Detection
3. Red Light Violation Detection
4. Helmet Violation Detection
5. Tripling Detection
6. Number Plate Analysis
7. Vehicle Classification and Counting

This list may be amended via written mutual agreement should new modules be added or swapped in future phases.

Any deviation from or addition to this list requires a formal written amendment to this Contract, mutually signed by both Parties.

