

OFFER FOR LICENSEES

Moscow

February 3, 2017

This document ("Offer for Licensees", "Offer") is **Mail.Ru Limited Liability Company** (Taxpayer Identification Number 7743001840) with its registered office located at Leningradskiy prospect 79, building 39, Moscow, 125167, the Russian Federation, ("**Licensor**") official proposal to enter into an License Agreement ("**Agreement**", "**Contract**") between the Licensor and You ("**Licensee**") on the terms set out in the present Offer.

Procedure for conclusion of the Agreement. Acceptance the Offer

The Agreement, under the conditions of the present Offer, is concluded between the Parties at the time of the Licensee's acceptance of all the conditions of the present Offer. Acceptance of the Offer with reservations is not allowed.

The Licensee accepts the Offer during signing the Acceptance Agreement. The License Agreement is valid from the moment of signing the Acceptance Agreement by the Licensor and the Licensee.

By accepting the Offer, the Licensee acknowledges and confirms that it has read and fully agreed to the Agreement available at <http://tarantool.org/terms/tdv.html>.

1. Definitions

- 1.1. **Product** shall stand for the Software Application, tentative title is "Tarantool Data Virtualization" (including all updates and improvements), whereof the Right Holder is the Licensor;
- 1.2. **Parties** shall stand for the Licensor and the Licensee;
- 1.3. **Term** shall stand for the period of time during which the Licensee shall be entitled to use the Product in the Territory in the ways specified in this Contract, beginning from the moment of signing by the Parties of the Acceptance Agreement and to be terminated at the moment indicated in the Acceptance Agreement;
- 1.4. **Territory** shall stand for all countries;
- 1.5. **Product Servers** shall stand for the combination of the hardware and software tools owned by the Licensee, necessary for placement and using of the Product on the terms and conditions hereof;
- 1.6. **Right Holder** shall stand for the holder of all the rights in respect of the Product, including those to the intellectual property;

2. Subject Matter of Contract

- 2.1. The Licensor shall provide the Licensee with the non-exclusive license not subject to assignment (except for the provisions of clause 2.4 hereof), not assuming issue of sublicenses within the Territory and the Term for the Product using in the following ways:

2.1.1. Replay of the Product (recording of the Product into the PC memory), including without limitation, on the Product Servers.

2.2. The license for the Product using shall be deemed provided by the Licensor and accepted by the Licensee from the moment of transfer of the Product. Within five (5) business days from the moment of signing of Acceptance Agreement the Licensor shall undertake to transfer the Product to the Licensee through the secured FTP server.

2.3. Under this Contract the Product, all its elements and components, as well as all the objects of intellectual rights comprising it, shall not be alienated and remain the ownership of the Licensor. The Licensor shall reserve all the exclusive rights, copyright and other intellectual rights to the Product and its elements. To avoid any doubts, the Licensee shall be provided with the right to use the rights to the Product in accordance with the procedure and on the terms and conditions specified in this Contract.

Exception from this clause shall be coverage of the rights of other license types to the certain components of the Product, the description of which directly specify the scope of effect of such a license, including without limitation: BSD license.

2.4. The Parties confirm that the rights and obligations obtained by the Licensee under this Contract may be assigned and / or sublicensed to the affiliates of the Licensee, upon the prior written consent of the Licensor, as well as may be transferred in accordance with the procedure of universal legal succession, provided that the Licensor is notified thereof within five (5) calendar days from the moment of such an assignment and / or sublicensing.

2.5. Consulting services in respect of the Product, services in technical support of the Product, as well as the services in installation/implementation of the Product shall not be the subject matter hereof. In order to render the consulting services, technical support services, services in installation/implementation of the Product, the Parties shall conclude the respective separate agreements.

3. Rights and Obligations of the Parties

3.1. The Licensee shall:

3.1.1. pay the fee to the Licensor for the license to use the Product provided under this Contract;

3.2. The Licensee shall be entitled to:

3.2.1. obtain the license for using the Product and exercise the rights specified in subclause 2.1.1 in accordance with the procedure and on the terms and conditions provided for hereby;

3.2.2. use the Licensor's logo for marketing purposes with prior written consent of the Licensor;

3.2.3. in case of expiry of the Term, acquire a license for a new term or terminate using of the Product (including delete the Product from the Servers).

3.3. The Licensor shall:

- 3.3.1. provide the Licensee with the Product and the license to use the Product in accordance with the procedure and on the terms and conditions provided for hereby;

3.4. The Licensor shall be entitled to:

- 3.4.1. obtain the fee for the licenses for using the Product provided in accordance with this Contract and Acceptance Agreement hereto;
- 3.4.2. bring the information of all the updates and improvements of the Product, scheduled and preventive maintenance operations made with the Product to the notice of the Licensee;
- 3.4.3. use the logo of the Licensee for marketing services.

3.5. The Licensor shall guarantee to the Licensee that it is the Right Holder of the Product and possess all the rights to the Products, its logo, the logos used in the Product and other objects of intellectual property, included in the Product, as well as possesses all the rights and permits for providing of the Licensee with the non-exclusive license to using of the Product specified herein. The Licensor shall guarantee that it has all and any authority, consents, permits, approvals necessary for conclusion of this Contract, including all the applicable appendices and addenda hereto.

The Licensee is familiarized with and understands that the Product may contain the components included in the scope of other licenses (including without limitation: BSD license), whereof the information of the scope of effect is contained in the Product components description.

3.6. The Licensee shall not be entitled to disassemble, decompile, modify the Product, to perform the derivative works in respect of the Product, to perform the reverse engineering of the Product. Any enhancement of the Product (for example, the plugins) shall be allowed upon the Licensor's consent only.

4. **Fee**

4.1. For providing of the licence for using the Product the Licensee shall pay the monthly license fee to the Licensor by equal instalments during the Term, unless otherwise agreed in the Acceptance Agreement. Amount of the license fee is fixed in the Acceptance Agreement.

4.2. All the payments hereunder shall be made in USD by money transfers in accordance with the bank details specified in this Contract and Acceptance Agreement no later than 5 calendar days from the beginning of the each calendar month during the Term, unless otherwise agreed in the Acceptance Agreement.

4.3. The Licensor's fee shall not be subject to VAT pursuant to subclause 26 of clause 2,

Article 149 of the Tax Code of the Russian Federation.

5. Effective Term and Termination of the Contract

- 5.1. The Contract shall become effective on the date of its conclusion and remain valid for the term indicated in the Acceptance Agreement.
- 5.2. Any amendments hereto shall be possible only upon the written consent of the Parties.
- 5.3. Either Party shall be entitled to refuse of this Contract unilaterally and without judicial procedures at any moment, having notified the other Party in two (2) months prior to the assumed date of the termination. In this case the amount of the license fee paid out by the moment of receipt by the other Party of the notice of termination shall not be subject to return.
- 5.4. This Contract may be terminated on other grounds, provided for by the current laws of the Russian Federation.

6. Liability of the Parties

- 6.1. The Parties shall be liable for failure to fulfil and/or improper fulfilment of obligations hereunder, in accordance with this Contract and the current laws of the Russian Federation.
- 6.2. In case of delay in the license fee transfer to the settlement account of the Licensor in respect of the terms established in the Acceptance Agreement or in the Contract, the Licensee shall pay to the Licensor the penalty (fine) in the amount of zero point zero five percent (0.05%) of the cash amount subject to transfer for each day of the delay in addition to the aggregate amount of the cash amount subject to transfer.
- 6.3. In case the Licensor breaches the guarantee specified in clause 3.5 hereof, the Licensor shall undertake to independently and at its own expense settle all the possible actions/complaints in respect of the Licensee, related to using of the Product in accordance with this Contract, as well as shall undertake to compensate the Licensee the actual loss caused by such actions/complaints, including the reasonable court fees. In case of complaints consideration in the court, the Licensor shall undertake to protect the Licensee from them as an improper Defendant, or act for it. The Lessee shall inform the Licensor of any complains within five (5) business days.
- 6.4. In thirty (30) banking days from the date of receipt of the Licensor's written complaint of the delay in the license fee transfer to the Licensor's settlement account and payment of the fine sanctions, if the accumulated indebtedness has not been repaid by the Licensee within the time period specified, the Licensor shall be entitled to unilaterally terminate the Contract.

6.5. Fine sanctions provided for by this Contract shall apply only in case the Party's complaint letter is sent to the Party having breached the respective terms and conditions hereof.

6.6. Payment of fine sanctions shall not release the Parties from fulfilment of the obligations hereunder.

6.7. In case the Licensee breaches the terms and conditions hereof, the Licensor shall be entitled to charge the fine from the Licensee, in the amount of 1000\$ for each day of the delay. The Licensor shall be entitled to claim for compensation for the losses, if the fine amount is insufficient.

6.8. The Product shall be provided by the Licensor "as is", and the Licensor shall not undertake any responsibility, including for conformity of the Product to the Licensee's goals.

The Licensor shall not guarantee that the Product will comply with the Licensee's requirements; it shall be provided continuously, quickly, in a reliable manner and without errors; the results which may be obtained by the Licensee will be exact and reliable; the quality of any product, information and other things derived using the Product shall conform to the Licensee's expectation, and will correspond to the Licensee's expectations, and that all the errors in the programs will be corrected.

The Licensor shall not be liable for any direct or indirect losses resulted from using of impossibility to use the Product, due to the unauthorized access to the Licensee's communication networks; due to the fraud activities of the third parties.

7. Force Majeure

7.1. A Party shall be released of liability, if the failure to fulfil or improper fulfilment of the obligations is related to the force majeure circumstances, that is, the unforeseen, extreme and unavoidable circumstances in the current conditions, which could not be either foreseen or prevented from by the Parties' reasonable measures. Such circumstances, in particular, are: natural disasters, fires, earthquakes, floods, wars, military operations of any nature, strikes, sieges, embargo, prohibition and restriction of export or import, political disturbances, riots, and their consequences, acts and resolutions of the state authorities changing the legal status of the Parties to the Contract, limiting and/or prohibiting liabilities fulfilment under this Contract, or otherwise influencing the possibility to fulfil the terms and conditions hereof and other circumstances beyond the reasonable control of the Party.

7.2. The Party referring to the force majeure circumstances shall immediately, within two (10) business days, notify in writing the other Party to this Contract of commencement and termination of such circumstances. In this case the representatives of the Parties shall in the shortest time consult to each other and approve the measures to be taken

by the Parties.

Untimely, in over ten (10) business days, notification of force majeure events shall deprive the corresponding Party of the right to refer to such events in future.

The fact of commencement of the force majeure circumstances and their duration shall be confirmed by the documents issued by the respective competent authorities or organizations.

7.3. In case of the force majeure circumstances, the term of the obligations fulfilment hereunder shall be extended for a period equal to that during which such circumstances and their consequences remain in force. In case the force majeure circumstances last for more than three (3) days in succession, each Party shall be entitled to unilaterally terminate the Contract.

8. Confidential Information

8.1. The Parties agree to consider the information transferred by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") as confidential (and to the extent allowed by the applicable laws — as the commercial secret), specifying its confidentiality, as well as the information the confidentiality of which is directly provided for hereby. The Receiving Party shall undertake to use the confidential information of the Disclosing Party within its obligations fulfilment hereunder only.

8.2. The confidential information shall include without limitation: text of this Contract, including all the Acceptance Agreements, addenda, acts and other documents, including the information on the amount of the license fee, content of the business correspondence and negotiations between the Parties, any particular quantitative information related to the activity of any of the Parties.

8.3. The Receiving Party shall undertake not to disclose (i.e. not to make available to any third parties, except for the cases such parties have respective authority by virtue of the direct law prescription) the confidential information of the Disclosing Party. This obligation shall be performed by the Receiving Party throughout the effective term hereof, as well as during three (3) years upon expiry or early termination hereof.

8.4. The information shall not be deemed confidential, if it meets one of the following conditions:

- a. it is publicly known as a result of improper or negligent, or intended action of the Disclosing Party;
- b. it is legally obtained from a third party;
- c. there is a written permit of the Disclosing Party for using of such information;
- d. it is disclosed as instructed by the authorized state body in accordance with the

requirements of the applicable laws.

8.5. The Receiving Party shall be fully liable in respect of keeping the confidentiality of the information to the Disclosing Party for the activity of all its staff, non-staff, former and future employees who has or had the actual access to the confidential information of the Disclosing Party.

9. Dispute Settlement Procedure

9.1. The Parties intend to solve all the disputes, disagreements and other issues which occur or may occur between the Parties having concluded this Contract or their authorized representatives and related to the Contract and / or any of its provisions interpretation, by negotiations.

9.2. The Parties shall use best efforts to settle disputes and disagreements arising from this Contract by direct negotiations (obligatory pre-trial dispute settlement procedure). If the agreement is not reached within 30 days from the beginning of the negotiations (first complaint submission), all the disputes which may arise from this Contract or in relation hereto shall be subject to consideration in the Arbitrazh Court of Moscow in accordance with the laws of the Russian Federation.

10. Final Provisions

10.1. The Contract's articles headings are intended for convenience of the text reference only and shall not be considered when interpreting this Contract.

10.2. The Parties shall notify each other of the reorganization, change of their postal addresses, bank details, telephone, telefax numbers within not more than three (3) business days from the date of the respective change.

10.3. The claims for payment out of the fine sanctions, notice of this Contract termination, as well as other notices a Party has to or wishes to file with the other Party, shall be sent as the registered letter with declared value with list of enclosures and delivery confirmation to the address specified by the Parties in clause 10.9 hereof. Along with sending of the documents specified in this clause, the Party having sent such documents shall undertake to send their electronic copy to the e-mail address specified by the Parties in clause 10.9 hereof.

10.4. This Contract, together with all the Appendices, addenda, acts and other documents, which may be enclosed hereto, shall comprise and express all the contractual terms and conditions and understanding between the entering Parties.

10.5. This Contract cannot be amended, except for upon a written agreement, duly signed by the Parties.

10.6. This Contract and obligations of the Parties to the Contract shall be regulated by the laws of the Russian Federation.

10.7. The singular words shall as well include the plural and vice versa, depending on the context.

Details of the Licensor:

LLC Mail.Ru

Address: 125167, Moscow, Leningradskiy prospect, 39, bldg. 79

INN/KPP 7743001840/997750001

Settlement account No. 40702840700000400652 (USD)

SWIFT: RZBMRUMM

Raiffeisenbank AO

Correspondent account in USD:

№ 04464101

Deutsche Bank Trust Company Americas

Address: 60 Wall Street, New York, NY 10005, USA

SWIFT: BKTRUS33