

SUBLICENSE AGREEMENT - OFFER**on granting a simple (non-exclusive) license for the software to the end user
software to the end user**

Limited Liability Company "Gagar.IN" (LLC "Gagar.IN"), hereinafter referred to as "Licensee", represented by Alexey Alexeevich Grankin, General Director of the management company of JSC "Kon.Trol", acting on the basis of the Charter and the agreement on transfer of powers of the sole executive body dated 15.04.2021, on the basis of and in full compliance with the terms of the License Agreement concluded between the Licensor and the Licensee, this public offer in accordance with Article 437 of the Civil Code of the Russian Federation, offers to any financial institution, including the following

Upon acceptance of this agreement, a person who meets the conditions listed in the definition of "Sublicensee" in this agreement shall become a party to this agreement, referred to as "Sublicensee", and shall acquire rights and obligations under the terms of this offer. Together "Licensee" and "Sublicensee" shall be referred to as "Parties" and separately may be referred to as "Party".

PLEASE NOTE!

If You do not agree with the terms and conditions set forth in any clause of this Sublicense Agreement, You shall withdraw from its conclusion by removing from Your Device the software specified in clause 1.1. hereof, and thereby from obtaining the rights to use the software under this Agreement.

TERMS used in this Agreement:

Offer - a public offer of the Licensee in the form of this document addressed to individuals and individual entrepreneurs to conclude with them this Sublicense Agreement (hereinafter - the "Agreement") on the terms and conditions contained herein by making an acceptance.

Website - a website on the Internet, where the offer with the software application form is directly placed. The current address of the Site: <https://release.gagarin.me/index.php/s/Jtd27xaCiEPZcPM>.

Acceptance - full and unconditional acceptance by the Sublicensee of the terms and conditions of the Agreement in the prescribed manner. Acceptance under this Agreement is an action of the Sublicensee in the form of installation (installation) of the software specified in paragraph 1.1. hereof on the Device of the Sublicensee. From the moment of acceptance of the Agreement this Sublicense Agreement shall be deemed concluded.

Software - is a computer program specified in the subject matter of this Agreement, which is a result of intellectual activity, the exclusive right to which belongs to the Licensor and which may include third-party Open Source software.

Licensor - BERGEN.IT LLC (OGRN 1097746212420, INN 7715755563, KPP, 770601001) - the owner of the exclusive right to the Software.

Licensee - Gagar.IN LLC (OGRN 1197746610093, TIN: 9702008110, KPP: 770601001) - a legal entity that has concluded a License Agreement with the Licensor with the right to distribute the Software by concluding this Sublicense Agreement for granting the rights to use the Software to the End User.

Sublicensee - a natural person or an individual entrepreneur who has concluded this Sublicense Agreement with the Licensee for granting rights to use the Software and who is the End User of the Software under the terms of this Agreement.

Simple (non-exclusive) license - modify or otherwise revise it in accordance with the terms and conditions of this Agreement.

Device - any physical device that has one or more network interfaces. EMS may communicate with the Device via various protocols with respect to detection, control, monitoring and event collection.

Geo-distributed System Instance - an instance of a set of EMS server software components that performs the functions of collecting, processing data from devices in the local network for the purpose of guaranteed delivery of processed data to the central instance of the EMS system.

License Scope - means the permitted number of Devices and Instances of the geodistribution system that the Sublicensee is entitled to process with the Software.

License Fee - means the fee paid by the Sublicensee to the Licensee for the use of the Software license scope provided by the Licensor.

1. SUBJECT OF THE AGREEMENT

1.1. The Licensee, having the appropriate authority and permission from the Licensor, grants to the Sublicensee a simple (non-exclusive) license to use the software: "Element Management System v.4" "Element Management System v.4" "EMS v.4" (hereinafter referred to as "Software" and/or "EMS"), in the ways and within the limits specified in this Agreement, and the Sublicensee undertakes to accept this right and comply with the terms of use of the Software.

1.2. The Licensee warrants that it has sufficient rights to enter into this Agreement on the proposed terms and conditions, and that the provisions of this Agreement do not contradict or violate the provisions of the License Agreement with the Licensor.

1.3. The rights to use the Software are granted indefinitely.

1.4. The scope of the license cannot exceed 100 Devices and 1 instance of the geo-distributed system.

2. TERMS OF LICENSE GRANTING

2.1. For the avoidance of doubt, the Sublicensee is the End User of the Software, bears all rights and obligations of the Sublicensee provided by the Civil Code of the Russian Federation, and is the person responsible for any violations of the terms of this Agreement and the exclusive rights of the Licensor.

2.2. Access to a copy of the Software is allowed only to the Sublicensee personally and/or the Sublicensee's employees to use the functionality of the Software to support and optimize the Sublicensee's internal processes and/or to provide services to third parties using the Software. Commercial use in the form of selling the Software to third parties (sub-licensing), as well as increasing the scope of the license, is possible only on the basis of a separate written permission of the Licensee, for obtaining which the Sublicensee should send a corresponding written notice to the Licensee at the following e-mail address: info@gagarin.me.

2.3. The Licensee may terminate the License at any time by indicating this on the Site.

3. METHODS AND LIMITATIONS OF USE BY SUBLICENSEE

3.1. The Licensee grants the Sublicensee the right to install (install) the Software, run the Software on the Sublicensee's computer equipment and use the functionality of the Software to the extent of the license specified in this Agreement.

3.2. This license does not allow the Sublicensee to:

3.2.1. Distribute or publish key codes (access codes) to Licensor's products (if any);

3.2.2. Use or perform any actions with the Software in any way except as expressly permitted under the terms of this Agreement;

3.2.3. Use the Software components outside the terms and conditions of the Agreement, even if the Sublicensee has technical capability to access the Software components;

3.2.4. The Sublicensee shall not perform any actions in relation to the Software that violate the exclusive rights of the Licensor provided for by the legislation of the Russian Federation, including the Sublicensee is prohibited to:

3.2.4.1. Disassemble, decompile (convert object code into source code), process in any way, translate, perform engineering analysis of computer programs, databases and other Software components;

3.2.4.2. Reproduce and attempt to reproduce the source text (code) from the object code of the Software;

3.2.4.3. Modify the Software, including making changes in the source code of computer programs or databases to them;

3.2.4.4 Create conditions for access to the Software by any third parties in any form and using any technologies;

3.2.4.5. Provide the Software for temporary use (lease, lend, etc.), resell, sublicense or otherwise distribute the Software;

3.2.4.6. Distribute or publish the source code and/or object codes of the Software;

3.2.4.7 Use the Software in any case where any failure of the Software could result in violation of laws, death, personal injury or substantial physical or environmental damage, including, but not limited to, use of the Software to control the operation of:

- any nuclear plant equipment;
- aircraft navigation, communication, or flight control equipment;
- air traffic control systems;
- public transportation control systems;
- medical equipment;
- weapon systems.

3.3 The Sublicensee shall have the right:

3.3.1 Perform actions necessary for the Software to function (in the course of use in accordance with its purpose), including recording and storage in the memory of the Licensee's computer equipment (one computer or one server).

3.3.2 Make a copy of the Software, provided that this copy is intended only for archival purposes or to replace the copy of the Software provided by the Licensee in cases when such copy is lost, destroyed or becomes unusable. The copy of the Software may not be used for any other purpose and shall be destroyed if possession of a copy of the Software ceases to be valid due to termination of this Agreement for any reason. In this case, the backup copy on portable disks and other data carriers shall be designated as backup copies and labeled with the exclusive rights of Licensor.

3.3.3 The Sublicensee has the right to use the Software together with other software, including software developed by the Sublicensee and/or by order of the Sublicensee and being an addition to the Software (if any). All risks of using the Software in conjunction with other software, regardless of whether such software is developed by the Licensor or a third party, shall be borne by the Sublicensee, including, but not limited to, the risks of failure, malfunction, errors, loss of performance and failure to achieve results, as well as the risks of inability to use modifications and/or additions and/or other software purchased by the Sublicensee for use in conjunction with the Software, in the event of loss of the Sublicensee's right to use the Software under this Agreement

3.4 For the avoidance of any doubt: all modifications, updates and/or additions to the Software made/developed by the Licensor and all relations between the Parties regarding such modifications and/or additions are subject to a separate agreement between the Parties and are not governed by the provisions of this Agreement.

3.5 The rights to use the Software that are not expressly granted to the Sublicensee under this Agreement shall be deemed not granted.

4. AUDIT. USAGE CONTROL

4.1. The Licensee has the right, at least once a month, to audit the compliance of the Software use with this Sublicense Agreement. Sublicensee shall cooperate with Licensee in conducting such audits and shall provide all possible assistance in conducting such audits.

4.2. In the event an audit reveals that the Sublicensee has used the Software in excess of the approved and granted licenses, the Licensee reserves all rights to protect its rights and interests available to the Licensee by operation of law or the Agreement.

4.3. Detection by the Licensee during the audit of the facts of such concealment, destruction, distortion of data on the operation of the Software and the number of Requisites processed by the Software, is a material breach of this Agreement by the Sublicensee, which gives the Licensee the right to unilaterally withdraw from this Agreement and demand from the Sublicensee compensation for its losses, including lost profits, which in this case will be calculated as the license fee that the Licensee should have received.

5. WARRANTIES

5.1. The rights to the Software are granted to the Sublicensee in accordance with the "AS IS" principle generally accepted in international practice. This means that the Licensor and the Licensee are not responsible for problems, errors, failures arising in the process of installation, use and update of the Software, including problems of compatibility of the Software with any other software products, problems arising due to ambiguous interpretation of the documentation on the Software, non-compliance of the results of the Software use with the expectations of the Sublicensee, etc..

5.2. The Sublicensee shall use the Software in accordance with clause 5.1 of the Agreement. The Licensee does not guarantee that the Software will work properly on all hardware and/or operating systems selected by the Sublicensee, that the operation of the Software will be absolutely uninterrupted and error-free.

5.3. The Sublicensee acknowledges that it is fully responsible for possible negative consequences caused by incompatibility or conflicts when using the Software with other software products installed on the Sublicensee's computer equipment.

5.4. The Sublicensee guarantees that he/she will not use the Software in ways not provided by this Agreement.

6. LICENSE FEE

6.1 No remuneration is provided to the Licensee for granting the right to use the Software under this Agreement.

7. LIABILITY OF THE PARTIES

7.1 The use of the Software by the Sublicensee in a manner not provided for by this Agreement, or upon termination of the Agreement, or otherwise beyond the rights granted to the Sublicensee under the Agreement, shall entail liability for violation of the exclusive right to the result of intellectual activity established by the legislation of the Russian Federation.

7.2 The Licensee is not responsible for the consequences of incorrect functioning of the Software.

7.3 The Licensee shall not compensate for incidental, indirect or consequential damages, damage to business reputation, lost profits, downtime, loss of data, computer failure or malfunction, attorney's and other representatives' fees, court costs, fines, or penalties paid or payable to the licensee and/or third parties.

8. OTHER TERMS AND CONDITIONS OF THE CONTRACT

8.1. This Agreement shall be deemed concluded and shall come into force at the moment of Acceptance of all the terms and conditions of the Agreement and shall remain in force until the Parties fully fulfill their obligations.

8.2. This Agreement may be terminated by its termination in case of unilateral withdrawal of one of the Parties from the Agreement in case of non-fulfillment or improper fulfillment of obligations by one of the Parties on the grounds specified in this Agreement in accordance with the procedure established by law, or by mutual consent of the Parties.

8.3. Upon termination of this Agreement, the Licensee shall immediately stop using the Software.

8.4. Neither of the Parties to this Agreement shall have the right to transfer its rights and obligations under this Agreement or in connection therewith to third parties without the written consent of the other Party.

8.5. None of the provisions of this Agreement is or may be considered as a transfer of Licensor's exclusive rights to the Software.

8.6 Disputes that may arise in the course of execution of this Agreement shall be settled in the spirit of mutual understanding and in accordance with the customs of business turnover. If in spite of clauses 5.1, 7.2, 7.3 of this Agreement the Sublicensee will have an irresistible desire to apply for judicial protection without prospects, the claim procedure is obligatory, and the term of response to the claim is 30 calendar days from the moment of its receipt. If the Parties are unable to settle the dispute through negotiations, such dispute shall be resolved in the Arbitration Court of the City of Moscow in accordance with the applicable laws of the Russian Federation.

8.7 The titles of the sections of this Agreement shall be used for convenience only and shall not affect the interpretation of the Agreement or any of its integral parts.

8.8. Recognition of separate provisions of the Agreement as invalid and/or contrary to the current legislation of the Russian Federation shall not result in invalidation of the Agreement as a whole.

8.9. The Licensee shall be entitled to change or supplement the terms and conditions of this Agreement, including the Application Form at any time with or without notice to the Sublicensee. The current version of this offer shall be posted on the Site.

8.10. In everything else, which is not provided by this Agreement, the Parties shall be guided by the current legislation of the Russian Federation.

9. Address and details of the Licensee:

LLC "Gagar.IN"

Location address: 119017, Moscow, 44, Bolshaya Ordynka str. 4, floor 6, comp. 15

TIN: 9702008110

KPP: 770601001

OGRN: 1197746610093

Phone/fax: +7 (495) 642-52-76

E-mail: info@gagarin.me

For feedback: <https://hub.mos.ru/bergen-it/sdk/-/issues>, <https://github.com/BergenIt/ems-sdk/issues>.