**IMPORTANT! BY PURCHASING PAID SERVICES RELATING TO TARANTOOL SOFTWARE** **YOU ACCEPT THIS CONTRACT** **FOR** **CONSULTANCY** **SERVICES** **IN** **THE** **FORM** **OF** **CUSTOMER** **SUPPORT** **(HEREINAFTER REFERRED TO AS "THE CONTRACT") AND ACCEPT AND ACKNOWLEDGE ALL TERMS AND CONDITIONS HEREOF WITHOUT ANY LIMIT.**

**CONTRACT** **FOR** **CONSULTANCY** **SERVICES** **IN** **THE** **FORM** **OF** **CUSTOMER** **SUPPORT**

Place: Moscow

Hereinafter:

"the Company" shall mean Mail.Ru Limited Liability Company

Registered address: 39 Leningradskiy prospect, building 79, Moscow, Russian Federation, 125167

INN (Taxpayer Identification Number) 7743001840

INN (Taxpayer Identification Number) 997750001

OGRN (Primary State Registration Number) 1027739850962

**The Customer** shall mean an individual or a legal entity purchasing the Company’s services hereunder.

1. **Subject Matter of the Contract.**

1.1. The Company shall render the services listed in clause 1.2 hereof and Appendix No. 1 to the Customer at the Customer’s request (hereinafter referred to as "the Services") to the extent specified in the Company’s Invoice (hereinafter referred to as " the Invoice") throughout the Service Period, and the Customer shall pay the Company the Fee for the right to request the Services in accordance with this Contract.

1.2. At the Customer’s request the Company shall:

a) render consultancy services in the form of customer support;

b) correct errors;

relating to the Tarantool software product including all changes and additions thereto (hereinafter referred to as "the Software") on the terms and conditions of this Contract, Appendix No. 1, and Invoice in order to ensure normal commercial operation of the specified Software.

1.3. The Customer shall pay the Company the Fee under the Contract irrespective of whether the Customer requested the Services or not.

1.4. The parties agree and acknowledge that rendering of the Services hereunder is related to the use of the objects created and used under the BSD license available on <http://opensource.org/licenses/BSD-2-Clause> (hereinafter referred to as “the BSD License”). In connection therewith, the Parties agree that the Company shall have the exclusive right in and to the Services deliverables, if applicable based on the way of rendering of the Services, and the Company shall apply terms and conditions of the BSD License to the Services deliverables and use such Services deliverables in full compliance with the terms and conditions of the BSD License. The Company shall publish the Services deliverables on <http://tarantool.org>.

1.5. The service provision period (hereinafter referred to as “the Service Period”) is 12 (twelve) calendar months from the date of signing hereof.

**1.1 Contract Accession Conditions**

1.1.1. Before purchasing the Services, the Customer shall read this Contract and all applicable documents freely available on the following web page: <https://tarantool.org/terms_eng.html> .

1.1.2. This Contract is considered accepted by the Customer upon crediting of the Company’s current account specified in the Company’s Invoice with the Fee amount specified in the Company’s Invoice, which gives rise to the Customer’s obligation to observe the terms and condition of the Contract (the moment of conclusion of this Contract).

1. **Acceptance and Fee Payment Procedure.**

2.1. The Fee amount shall be specified in the Company’s Invoice. The Customer shall pay the Fee to the agent of the Company: My.com B.V., a legal entity duly established and existing under the law of the Netherlands, with its registered office at Barbara Strozzilaan 201, 1083 HN, Amsterdam, the Netherlands.

2.2. Each of the Parties independently assesses and pays taxes under the law of the country of its residence.

2.3. The Fee shall be exclusive of VAT.

If the Customer is a resident of a foreign state, the Customer shall submit a proof of such foreign residence. If the Customer is a tax resident of the Russian Federation, the Customer shall immediately inform the Company about it, otherwise the Customer shall pay all damages incurred by the Company including unpaid taxes within ten days from the moment of receipt of the Company’s request.

At the Company’s request the Customer shall provide a proof of tax residence as soon as possible.

2.4. The parties agree that the Reporting Period under this Contract shall be 12 (twelve) calendar months from the moment of conclusion of the Contract.

2.4. The Company shall issue a certificate to the Customer (hereinafter referred to as “the Certificate”) within 10 (ten) working days from the last day of each calendar quarter during the Reporting Period, in which the Customer had the right to request the Services, and the Customer shall sign the Certificate and return it to the Company within 5 (five) working days from the moment of receipt thereof or send a written reasoned refusal to sign the Certificate to the Company with the same time-limit. If the Customer fails to return the signed written Certificate or send a written reasoned refusal to the Company, the Certificate shall be considered signed.

1. **Warranties and Representations of the Parties.**

3.1. The Company represents and warrants that:

3.1.1. it has full power and right to enter into this Contract, grant all rights and perform all obligations hereunder;

3.1.2. it renders the Services with due professional care and diligence in accordance with the common industrial practice;

3.1.3. it is duly established under the law of the Russian Federation;

3.1.4. the Services deliverables will be published and used in full compliance with the terms and conditions of the BSD License;

3.1.5. it will provide updates on the progress of the Services by request of the Customer.

3.2. The Customer represents and warrants that:

3.2.1. it has full power and right to enter into this Contract and perform all obligations hereunder.

1. **Force Majeure.**
   1. The Parties shall not be liable for failure to perform all or any of their obligations under this Contract, if such failure was due to force majeure circumstances that occurred after conclusion of the contract as a result of events of extreme character that could not be foreseen or prevented by the parties (force majeure). Such events of extreme character include floods, fire, earthquakes, explosions, storms, soil subsidence, epidemics and other natural phenomena, wars or military operations, industrial or regional strikes, resolutions of a government authority or agency that prevent performance of this Contract.
   2. The Parties shall immediately notify each other about occurrence and termination of the circumstances mentioned in clause 4.1 hereof using any available means.
   3. The Party affected by the abovementioned circumstances shall prove the existence of such circumstances.
   4. In case of occurrence of the abovementioned force majeure circumstances that prevent or interfere with the performance of contractual obligations, the Parties shall have the right to perform mutual settlements under the obligations performed before the occurrence of such force majeure circumstances.
   5. If force majeure circumstances exist for a period exceeding one month, the Parties shall have the right to terminate this Contract. The Contract shall be considered terminated due to force majeure circumstances upon receipt of a termination notice by a Party. In such case neither Party shall have the right to request any indemnification or any other payment under the Contract from the other Party.
   6. If force majeure circumstances occur and the Contract is not terminated under clause 4.5. hereof, the Parties can extend the period of rendering of the Services under the Contract by signing a relevant Supplementary Agreement to the Contract.
2. **Settlement of Disputes.**
   1. Any dispute or disagreement that may arise out of this Contract shall be settled by means of negotiations between the Parties whenever possible.
   2. All disputes between the Parties are subject to extrajudicial dispute settlement procedure. The Party that has received a written notice of nonperformance or improper performance of obligations under this Contract should reply to such notice within 15 (fifteen) working days from the moment of receipt thereof. Such notice can be sent by e-mail.
3. **Confidentiality.**
   1. Throughout the period of validity of this Contract and within 3 (three) years after termination hereof both Parties shall take into consideration and maintain confidentiality of all information and materials provided to them by the other Party including but not limited to information about the Company or the Customer, their business and business practices, as well as business-related discussions including negotiations, contracts, transactions, prices and costs, any information about contractors, suppliers, subcontractors and other representatives (hereinafter referred to as "the Confidential information").
   2. Both Parties agree that the abovementioned confidentiality obligations shall not apply to the Confidential Information if (i) such Confidential Information is or becomes publicly available not through the receiving Party’s fault, (ii) such Confidential Information was legally received from a third party without any limitation or violation of this Contract, or (iii) disclosing of such Confidential Information is requested by a court of law provided that the disclosing Party have given a relevant written notice to other Party prior to such disclosure and assists the other Party in obtaining a protection order to limit disclosure of the Confidential Information.
4. **Validity Period, Amendment, and Termination of the Contract**.
   1. This Contract shall come into force upon acceptance hereof in accordance with chapter 1.1 hereof and shall remain valid until the Parties perform all their obligations hereunder in full.
   2. This Contract can be terminated in accordance with the provisions of the law and this Contract.
   3. This Contract can be terminated by any Party unilaterally by giving a written notice to the other Party 30 (thirty) calendar days before the proposed date of termination. If the Contract is terminated by the Customer, the Contractor shall repay a share of the Fee that is proportional to the remaining Service Period.

**8. Other Provisions.**

8.1. This Contract replaces all previous correspondence, documents and negotiations between the Parties regarding the subject matter of this Contract.

8.2. In case of a change in the law applicable to the relations of the Parties under the Contract, the Parties shall perform their obligations under the Contract as close as possible to the initial intentions of the Parties at the moment of conclusion hereof and/or as subsequently amended by written agreement of the Parties including but not limited to the scope of assigned rights, payment procedure and methods, conditions of extension or termination hereof.

8.3. Invalidity of one or more provisions of the Contract shall not lead to invalidity of the Contract as a whole. If one or more provisions of the Contract are found invalid, the Parties shall perform their obligations under the Contract as close as possible to the initial intentions of the Parties at the moment of conclusion hereof and/or as subsequently amended by written agreement of the Parties.

8.4. In case of any change in the Customer’s name, address or bank details, the Customer shall inform the Company about such change in writing within five days from the date of such change.

8.5. The Company shall have the right to hire third parties for the purpose of performance of its obligations under the Contract always provided that the Company shall remain solely liable to the Customer for the acts of such third parties.

8.6. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to the conflicts of laws provisions thereof. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, which Rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of three arbitrators. The place of arbitration shall be Amsterdam, the Netherlands. The language of the arbitration shall be English.

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|  | Appendix No. 1  **To CONTRACT** **FOR** **CONSULTANCY** **SERVICES** **IN** **THE** **FORM** **OF** **CUSTOMER** **SUPPORT** |

# 1. Terms, scope, methods and procedure of rendering of the services

For the purposes of clause 1.2. of the Contract, the Company shall solve the problems of the Customer related to commercial operation of the Software as described below.

**Services rendering methods:**

* Consulting by means of communications between the Customer and the Company’s technical support service by e-mail ([support@tarantool.org](mailto:support@tarantool.org));
* Consulting by means of an online form (<http://support.tarantool.org>) intended for communications between the Customer and the Company’s technical support service;
* Consulting by means of a private chat between the Customer and the Company’s technical support service;
* Consulting by means of a telephone conversation between the Customer and the Company’s technical support service in case of emergency;
* Software Error Correction by the Company’s technical support service.

**Terms and definitions used in this section:**

Error Correction – creation of a code for integration into the Software and/or adaptation and/or modification of the source code of the Software in order to attempt a Temporary Solution or a permanent solution of the Software problem.

Problem – impossibility to use the Software according to its functional capabilities as specified in the provided Software Specifications caused in particular by a defect in the Software code; or when such provided Software Specifications are incorrect.

Response time – a period of time beginning from the moment of receipt of a request for Services by the Company within the working hours of the Company’s support service in accordance with the procedures established in this appendix, and ending upon commencement of the Services.

Temporary Solution – a solution of the Problem proposed by the Company’s technical support service that may be of a temporary nature but recovers the critical Functions of the Software until a permanent solution of the Problem is found.

The Company shall commence the Services as per the following Response Time based on the request priority:

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| **Request priority** | **Response time** |
| Low priority | 2 working days\* |
| Medium priority | 1 working day\* |
| High priority | 4 hours \*\* |

*\* Working day: between 9.00 a.m. Moscow time and 5.00 p.m. Moscow time except for days off and public holidays.*

*\*\* Hour: an astronomical hour on any day.*

When contacting the Company’s technical support service, the Customer can specify the request priority according to the definitions below. If the request priority specified by the Customer does not match the definition, the Company shall have the right to change the request priority at its own discretion.

High priority: The system operated by the Customer does not function for a reason attributable to the Software which significantly limits administration or activities of an end user. Or when a non-productive system of the Customer (for example a system under development or testing) faces a total failure attributable to the Software.

Medium priority: The system operated by the Customer can be used and the suspected Software failure has limited influence on operations on administration or activities of an end user. Or when a non-productive system of the Customer does not function for a reason attributable to the Software, which significantly limits administration or development.

Low priority: The system operated by the Customer can be used and failures do not affect administration or activities of an end user. Or general questions related to the Software and operation thereof.

**Software Error** **Correction**

The Company shall use reasonable endeavors in accordance with the good industrial practice to solve the Customer’s problems attributable to the Software. If it is discovered that the reason of the Customer’s Problem is related to a Software error, the Company shall provide a Software Error fix in accordance with the following guarantees:

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| **Request priority** | **Time for provision of Temporary Solution** | **Time for provision of permanent solution** |
| High priority | 2 days | 30 days |
| Medium priority | 5 working days\* | 60 working days\* |

*\* Working day: between 9.00 a.m. Moscow time and 5.00 p.m. Moscow time except for days off and public holidays.*

*\* Day: any calendar day.*

# 2. Service Period

2.1. The Service Period is 12 (twelve) calendar months from the moment of conclusion of the Contract by the Parties.

# 3. fee amount and payment procedure

3.1. The Customer shall pay the Company’s Invoice within 10 (ten) working days from the date of the Invoice.

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Dated October 10, 2016.