

# **Sublicense Offer Agreement**

## **on granting the right of using the Alfa CRM Service**

Before using the following Software (Service) read carefully terms of use, contained in the present Sublicense Offer Agreement (hereinafter referred to as 'Agreement'). Installation, launch or other start of usage of Software (Service) means the proper conclusion of the Agreement and your full acceptance of all its terms. If you disagree to accept the terms of this Agreement unconditionally, therefore you are not entitled to use the Software (Service).

**Novosibirsk**

**August 05, 2019**

By this document **VOSTOK INNOVACII Limited Liability Company**, hereinafter referred to as "**Licensee**", which is represented by Director Alexander Korotaev Vasilievich, acting on the basis of the Charter, expresses intention to conclude following agreement on granting the right of using the Alfa CRM Service with Sublicensees according to the terms of the current Agreement.

### **1. Definitions**

1.1. **Offer** is a formal offer of a person (offeror) to a certain person (offeree), to a limited or unlimited number of persons to enter into a transaction (Agreement) with indicating all necessary conditions for this.

1.2. **Offer Acceptance** is full and unconditional acceptance of the Offer by taking actions, specified in section 6 of the Offer. **Offer Acceptance** creates an **Agreement on the terms of the Offer**.

1.3. **Service** is a collection of interconnected web pages hosted on the Internet at a unique address (URL): <https://alfacrm.com>, a cloud-based CRM system that allows the Sublicensee company to store and process the data of its customers, in accordance with the requirements legislation on the protection of personal data.

1.4. **Licensee** is the owner of the ALFACRM resource (<https://alfacrm.com>) – VOSTOK INNOVACII LLC tax payer identification number (INN) 5404029565, holder of the non-exclusive rights to the Alfa CRM Service which manages Service and interactions with Sublicensees, along with performing other actions related to the use of the Service, granting the right to use the Service for remuneration in accordance with the terms of this Agreement.

1.5. **Sublicensee** is a person, as well as employees and clients of the person who lawfully own the data access to the Service, uses the Service on a reimbursable basis in the ways established by this Agreement, within the limits established by this Agreement.

1.6. **Non-exclusive License** grants the Sublicensee the right to use the Service with retention of the Licensee's right to issue licenses to other persons.

1.7. **Information** is any information and content posted on the Service.

1.8. **Account** is a record stored on the Service website, which contains necessary information to identify the Sublicensee to grant access to the Service, also it contains information for Authorization and accounting in the Service. This record also includes username and password (or other similar means of authentication).

1.9. Terms not specifically defined in this Agreement are used in the meanings established by the regulatory legal acts of the Russian Federation.

## **2. Subject of the Agreement**

2.1. The Licensee grants the Sublicensee, for a fee, in the manner and on the terms embodied in this Agreement, as well as in accordance with the provisions of Part 4 of the Civil Code of the Russian Federation, non-exclusive term rights (a simple non-exclusive license) to use the Service.

2.2. Access to the Service can be provided for a period from one month to a year with the possibility of prolongation.

2.3. The service includes the following set of functions:

2.3.1. Login in a personal account:

- Secure HTTPS data transfer protocol;
- Notifications via SMS or e-mail.

2.3.2. Customer database:

- Search in the base;
- View detailed information about the client;
- Add and edit information about the customers;
- View client change history.

2.3.3. Employee base:

- Adding, deleting, editing employees;
- Providing and blocking access for an employee;
- History of employee actions.

2.3.4. Calendar Scheduler:

- View calendar;
- Create, edit, delete a record;
- Change record status;
- View history of changes.

2.4. The Licensee has the right to supplement the functionality of the Service without prior notices of the Sublicensee.

2.5. Access to the service is provided through the personal account of the Sublicensee at Internet address: <https://alfacrm.com>.

## **3. Warranties of the parties**

3.1. The Licensee guarantees that he is the proper copyright holder of the Service. Licensee also guarantees that the Service does not use elements that violate the rights of third parties.

3.2. License to use the Service provided under current Agreement, acts on the territory of all countries of the world without restrictions.

3.3. The Licensee guarantees the possibility of permanent access to the Service during the period of validity of this Agreement and protection of any information related to the Sublicensee and their clients.

3.4. The Licensee guarantees that the security measures applied in the Service comply with requirements for information systems of personal data of the 3rd level security.

3.5. The Sublicensee, in turn, guarantees the use of the Service in the manner and within the time frame, established by this Agreement, in compliance with the terms of the Agreement on Exclusive Rights of Licensee for the Service.

3.6. By posting personal or other data and information in the Service, the Sublicensee agrees that the Licensee (and / or his authorized representatives) will receive and store in electronic form the personal information of the Sublicensee and his clients on behalf of the Sublicensee. The purpose of processing of the personal data of the Sublicensee and his clients by the Licensee is only to provide an opportunity to use the Service, in accordance with the terms of the Agreement.

3.7. The Sublicensee agrees that the Licensee will send to the Sublicensee correspondence, information about promotions and other information to e-mail address, which was provided by him.

#### **4. Rights and obligations of the parties**

4.1. By the right to use the Service, the Parties mean the transfer to the Sublicensee following rights:

- use of the Service in accordance with the terms of current Agreement.

4.2. In the process of using the Service, the Sublicensee agrees to:

- pay the license fee duly as it is prescribed by this Agreement;
- not to violate the exclusive rights to the Service, which belongs to the Licensee by right of ownership;
- not to transfer the rights to use the Service to the Sublicensees;
- not to transfer access data to the Service to third parties;
- provide access only to the employees who need it to perform their duties assigned them by order to work with the Service in terms of processing personal data;
- define for each employee who has access to the Service a security role within the minimum required for work;
- change the password for accessing the Service every 6 months;
- keep access passwords in secret;
- provide control of physical access to the premises where the work in the Service takes place;
- ensure placement of information input devices into the Service, in order to exclude its unauthorized viewing;
- collect and store consents to process personal of individuals who are clients of the Sublicensee, before starting the processing of such data in the Service;
- in case of technical problems, as well as absence of access to the Service, the Sublicensee undertakes to immediately contact the technical support service immediately via email address: support@alfacrm.com.

In case of early termination of the agreement or refusal to prolong it, the Sublicensee is obliged to copy all his data to his own resource.

4.3. The licensee undertakes to:

- ensure round-the-clock and uninterrupted operation of the Service on the Internet;
- ensure the daily copying of the Sublicensee's data and their restoration in case of their loss. The storage period of backups is 7 days. In case of restoration of a backup copy initiated by the Sublicensee, a separate tariff is provided;
- provide storage of archived data of the Sublicensee. The storage obligations of the Sublicensee are limited by the term of the license. If the license is terminated due to the

refusal of the Sublicensee to prolong it, the information is stored in the Service for 1 (one month) from the license expiration date, after it the data is deleted permanently;

- ensure the safety of data related to the Sublicensee, and under no circumstances transfer them to third parties, except for requests from public authorities received in accordance with the established procedure.

## **5. License Fee**

5.1. The Sublicensee pays the Licensee a fee for the provision of non-exclusive temporal rights (simple non-exclusive license) to use the Service.

5.2. The cost and periods of fee payment for the Service use are posted on the Licensee's website at <https://alfacrm.com/tariff>.

5.3. The Sublicensee pays the Licensee 100% of the remuneration specified in the Licensee's fee invoice. Payment can be done by wire transfer of funds to the bank account of the Licensee or by credit card via the Internet. Payment of the invoice is consent Sublicensee for the amount of remuneration.

5.4. The licensee reserves the right to change the amount of the license fee and notify the Sublicensee about this not later than 10 days before the expiration date of the paid term of Service usage via SMS or email notification.

5.5. Payment for a new period of the service usage after the change of tariffs is consent of Sublicensee with the amount of remuneration and prolongation of the agreement on the changed conditions.

5.6. If the Sublicensee does not use the Service, both in general and in part for reasons not depending on the Licensee, the received license fee is non-refundable.

## **6. Offer acceptance**

6.1. The Sublicensee accepts the Offer on the website <https://alfacrm.com/register>.

6.2. The contract is considered concluded from the moment of person's committing actions to create a personal account - the input of a username and phone number, means complete and unconditional acceptance made by the person of all the terms of current Agreement without any exceptions and / or restrictions, in accordance with the provisions of the current Civil Code of the Russian Federation.

## **7. Registration, account security**

7.1. Registration of the Sublicensee in the Service is carried out by filling in the appropriate registration form. When registering in the Service, the Sublicensee enters the username, address, email and password, it means Sublicensee creates an account.

7.2. The Sublicensee undertakes to reflect in the registration form true, complete and accurate personal information and keep this information up to date.

7.3. The Sublicensee agrees that the security of the login and password directly depends on their complexity (number and variation of characters).

7.4. The Sublicensee agrees that he/her is solely responsible for preserving the confidentiality of the login and password associated with personal account and are used to access to the Service. Also, the Sublicensee agrees that he/she is exclusively responsible to the Licensee for all actions that are performed while using Sublicensee account.

7.5. The activation of the Sublicensee's account in the Service is made after payment of the

license reward.

7.6. If the Sublicensee becomes aware of any unauthorized use of his/her password, login or personal account details, the Sublicensee undertakes to immediately notify the Licensee about this by sending an appropriate e-mail to the address: [support@alfacrm.com](mailto:support@alfacrm.com).

7.7. The Sublicensee undertakes not to post (and in case of posting the Sublicensee independently bears full liability) email addresses and other personal information of any third parties without their personal consent to such actions on the Service.

7.8. The access to the API is restricted. It is not allowed to make more than 5 API requests per second in total for all methods. In case of suspicious activity through the API, the Licensee has the right to block access to the API for the Sublicensee's account.

## **8. Responsibility of the parties**

8.1. For non-fulfillment or improper fulfillment of the obligations assumed in accordance with this Agreement, the Parties are responsible in accordance with the current Russian law and this Agreement.

8.2. The licensee is not responsible for any losses (including losses in connection with non-receipt of profit, loss of business information, causing any property damage), arising by the Sublicensee in connection with the use or inability to use the Service.

8.3. The licensee is not responsible for the quality of communication channels, settings of Internet browsers, as well as for interruptions in work occurring for reasons beyond the control of the Licensee.

8.4. In case of violation of clauses 4.1.-4.2. of this Agreement by the Sublicensee, the Licensee has the right to cancel the right to use the Service of the Sublicensee without prior notice and without return remuneration paid to the Licensee.

8.5. If the Sublicensee has a suspicion of unauthorized use of the Service, he undertakes to immediately notify the Licensee so that the latter can block accounts of the Sublicensee until the circumstances of obtaining access to the Service by third parties are clarified by persons. Until such notice is received, the Licensee acknowledges the use of the Service with the consent of the Sublicensee.

8.6. Licensee is prohibited from using the Program to send bulk emails of a commercial, advertising or other nature that have not been approved (not requested) by the recipient via email (spam). The Licensee is not responsible for electronic messages sent by the Sublicensee through the Licensee's Service or through the Service of third parties. The Sublicensee is responsible for mass sending of "spam" messages by the fact of sending and by their content. If such messages are sent, the Licensee has the right to restrict the Sublicensee's access to the mailing function unilaterally without notice.

8.7. The Sublicensee is responsible for any information (including, but not limited to: data files, texts, etc.), which he placed in the part of the Service, to which he can have access to.

8.8. In all circumstances, the Licensee's liability pursuant to Article 15 Of the Civil Code of Russia cannot exceed 5,000 (five thousand) rubles and is assigned to him in the presence of guilt in his actions.

8.9. The provisions of this Agreement do not exclude or limit the liability of the Licensee for causing damages to the extent that such liability cannot be excluded or it cannot be limited by applicable law.

## **9. Force majeure**

9.1. The Parties are acquitted from liability for non-fulfillment or improper fulfillment of their obligations under this Agreement in the event of force majeure circumstances that directly or indirectly interfere with the fulfillment of this Agreement. Such circumstances that do not depend on the will of the Parties, extraordinary and unavoidable phenomena, events, the impact of which occurs from the outside and does not depend on subjective factors, could not have been foreseen by the Parties at the time of the conclusion of the Agreement and prevented by reasonable means when they occurred (force majeure).

9.2. The circumstances specified in clause 9.1. of this Agreement, include: natural disasters, hurricanes, avalanches, epidemics, earthquakes, floods, other natural disasters, as well as military actions, large-scale strikes, state prohibitive measures, acts of authorities directly affecting the subject of this Agreement.

9.3. Force majeure circumstances do not include financial and economic crisis, under-funding or other financial issues of one of the Parties.

9.4. If one of the Parties is unable to fulfill its obligations due to force majeure, it must, within 5 (five) calendar days from the date of the occurrence of such events, notify the other Party in written form about the nature of the events and the estimated period of their validity.

9.5. In the event of force majeure circumstances, the term of fulfillment of obligations under this Agreement is postponed for the period of validity of these circumstances.

9.6. If force majeure circumstances continue for more than 2 (two) months in a row, each of the Parties has the right to terminate this Agreement unilaterally by sending the other Party a proper notification. Not notifying or late notification of the Party about the beginning of force majeure circumstances deprives it of the right to refer to them as a basis exempting from liability for failure to fulfill obligations under this Agreement.

9.7. In the event of a dispute about the time of the onset, timing and end of certain force majeure circumstances, the conclusion of the competent authority at the location of the relevant Party will be a proper and sufficient confirmation of the beginning, duration and end of these circumstances.

## **10. Terms of termination of current agreement**

10.1. Each of the Parties has the right to terminate this Agreement early by sending notice at least 10 (ten) calendar days prior to the expected date of termination.

10.2. In case of termination of the Agreement by the Licensee in the absence of culpable acts on the part of the Sublicensee, the Licensee compensates unused time resource for access to the Service, in proportion to the amount of remuneration for the corresponding period.

10.3. In case of termination of the Agreement by the Licensee due to violations of the terms of the Agreement by Sublicensee, no refund is provided.

10.4. In case of termination of the Agreement by the Sublicensee, in the absence of violations of the terms of the Agreement by the Licensee, no refund is provided.

## **11. Dispute Resolution**

11.1. The parties are obliged to make every effort to negotiate all disagreements and disputes that may arise under this agreement, in connection with it or as a result of its execution.

11.2. Disputes and disagreements that cannot be resolved through negotiation are resolved in court order with the mandatory compliance of the claim procedure. Time-frame for filing a claim



is 14 (fourteen) calendar days.

11.3. If no agreement was reached through negotiations, the dispute is referred to Commercial Court of the Russian Federation.

## **12. Other conditions**

12.1. The Agreement takes effect from the moment of registration of the account, and is valid for the period of the Sublicensee's right to use the Service under this Agreement.

12.2. The use of the Service can be free of charge until the payment of the license remuneration, and after the expiration of the payment period.

12.3. The Licensee undertakes to inform the Sublicensee of changes (additions) to the terms of the offer agreement, publish new versions on the Internet at: <https://alfacrm.com>. Changes and additions to this Agreement take effect from the moment of their publication.

12.4. The Sublicensee understands and agrees that if he uses the Service after the date of making the appropriate changes to this Agreement, this is regarded as a fact of acceptance by the Sublicensee of the amended terms of the Agreement.

12.5. The Sublicensee has the right to refuse to accept changes and additions, which means a refusal of Sublicensee to use the Service. The Sublicensee's right to use the Service remains till the expiration of the paid period of the Service use.

12.6. Everything that is not specified in this Agreement, the Parties are guided by the current the legislation of the Russian Federation.

12.7. If any of the provisions of the Agreement becomes invalid, this does not affect the validity of the remaining provisions of the Agreement.

12.8. After changing the name, address, bank details or reorganization Parties inform each other in writing or via email within three days term.

12.9. Without contravention to the terms of the Offer, the Licensee and the Sublicensee have the right to draw up the Agreement at any time in the form of a written bilateral document.

12.10. Termination of this Agreement on the initiative of the Sublicensee is not the basis for return of the paid remuneration. In accordance with paragraph 4 of Art. 453 of the Civil Code of the Russian Federation, the Sublicensee has no right to demand from the Licensee the return of money paid as a license fee under this Agreement, if the Licensee fulfills the obligations under this Agreement (provision of non-exclusive term rights - a simple non-exclusive license to use the software in accordance with paragraph 1 of Art. 1286 of the Civil Code).

## **13. Address and bank details of the licensee**

VOSTOK INNOVACII LLC

Business address: Russia, 630005, Novosibirsk, Kamenskaya st., 53, office 407

Taxpayer Identification Number (INN) 5404029565

Tax Registration Reason Code (KPP) 540601001

Primary State Registration Number (OGRN) 1165476067822

Tochka Bank OOO

Acc. 40702810204500003357

Corr. acc. 30101810745374525104

RCBIC 044525104

Director: Korotaev Alexander Vasilievich