

LICENCE OFFER AGREEMENT for the Services

City of Kaliningrad

RECITALS.

This agreement granting non-exclusive rights to the service (hereinafter referred to as the Agreement) is an offer containing all material conditions envisaged by the effective legislation of the Russian Federation.

The conditions of this offer may be accepted by the person willing to obtain non-exclusive rights to the service (the Licensee) owned by Individual Entrepreneur Anatoly Anatolyevich Dudik (the Licensor) solely by accepting the offer in whole.

For the avoidance of doubt, by granting the rights to use the service the Licensor shall not provide any services to the Licensee, including (but not limited to) any technical, organisational, information or other opportunities offered by information technologies and systems for promotion, advertising of the client's products and collection, processing and classification of information on the client's customers.

Pursuant to Article 438 of the Civil Code of the Russian Federation, the Licensee's purchase (either after or during the test period) of any service package as per article 4 hereof shall mean acceptance, i.e. complete and unconditional acceptance of this offer and execution of the Agreement shall mean.

The Licensor and the Licensee shall hereinafter be referred to as the Parties, individually the Party.

1. TERMS AND DEFINITIONS

- 1.1. An offer shall mean a public offer made by the Licensor to any individual or legal entity to enter into this Agreement with the Licensor.
- 1.2. Acceptance shall mean complete and unconditional acceptance by the Licensee of the Agreement.
- 1.3. Licensor shall mean Individual Entrepreneur Anatoly Anatolyevich Dudik who has entered into the Simple (Non-Exclusive) Licence Agreement for the Service with the Licensee.
- 1.4. Licensee shall mean a legal entity or an individual who has entered into the Agreement with the Licensor on the terms and conditions contained in the offer.
- 1.5. Simple Non-Exclusive Licence shall mean a non-exclusive right to use the SpamGuard Service in the countries that signed the Berne Convention for the Protection of Literary and Artistic Works, for personal use without the right to redesign or distribute.

1.6. Royalty shall mean the fee payable for the right to use (simple (non-exclusive) licence) the SpamGuard Service.

1.7. Service shall mean the SpamGuard Service downloadable from www.ru.spamguardapp.com.

2. SCOPE

2.1. The Licensor hereunder agrees to grant the Licensee the right to use (simple (non-exclusive) licence) the SpamGuard Service, and the Licensee agrees to pay the royalty to the Licensor as per the Agreement. Description and features of the Service are published on www.ru.spamguardapp.com.

2.2. The Licensee shall, in its sole discretion, be entitled to select the period of use of the Service out of the options offered by the Licensor on www.ru.spamguardapp.com.

2.3. The Parties agree that acceptance of the offer shall mean the Licensee's purchase (either after or during the test period) of any service package as per article 4 hereof.

2.4. The date of acceptance shall be the date of the Licensee's registration in the Service or the date of payment for any service package on www.ru.spamguardapp.com.

2.5. The Licensor shall not grant the Licensee the right to use the Service owned by the Licensor for purposes of creating any new intellectual property.

3. USE OF THE SERVICE

3.1. The Licensee shall obtain the right to use the Service on www.ru.spamguardapp.com via a web browser.

3.2. The Licensee shall be entitled to use the Service as from the date of execution of this Agreement as per clause 2.2 hereof.

4. RIGHTS AND OBLIGATIONS OF PARTIES

4.1. Licensor's rights.

4.1.1. The right to use the Service shall be granted subject to reservation of the Licensor's right to grant licences to other legal entities or individuals (non-exclusive licence).

4.1.2. Terminate the Agreement and the Licensee's rights to use the Service, should the Licensee breach the payment terms, or for other reasons as per this Agreement.

4.1.3. Issue new releases and versions of the Service.

4.1.4. Engage third parties to provision of additional services under this Agreement.

4.1.5. Make amendments, in its sole discretion, to this Agreement by publishing new versions on www.ru.spamguardapp.com.

4.2. Amendments shall apply to the relationships between the Licensor and the Licensee 3 (three) business days after publication of the new version of the Licence Offer Agreement on the web-site.

- 4.3. Licensee's rights.
 - 4.3.1. Use the Service in compliance with this agreement.
- 4.4. Licensee's obligations.
 - 4.1.4. Use the Service solely within the scope of rights and as permitted by this Agreement.
 - 4.4.2. Make payment under this Agreement as per the terms and conditions hereof.
 - 4.4.3. Keep confidential any information, materials, documents which become available to the Licensee in the course of performance of this Agreement.
 - 4.4.4. The Licensee shall be fully liable for security of its login information and for any losses or other damage that may arise due to unauthorised use of such information. In the event of any actual or threatened loss or unauthorised access to the login information the Licensee shall be entitled to send a request to the Licensor to change the login information. In such case the Licensor shall, upon agreement with the Licensee, block access to the Licensee's account. The Parties shall agree upon the period of such blocking separately. The Licensor shall not be obliged to notify any third parties of such temporary suspension of the Licensee right to access its information system or any possible consequences that might arise out of such non-notification.
 - 4.4.5. Refrain from any attempts to modify and/or otherwise change the Service.
 - 4.4.6. Refrain from entering into sublicense agreement with regard to the Service.
 - 4.4.7. Refrain from any other acts that are expressly prohibited by this Agreement and the effective legislation of the Russian Federation.
 - 4.4.8. Independently review the official information provided by the Licensor as published under this Agreement, and track new documents or amendments of the current documents.
- 4.5. Licensor's obligations.
 - 4.5.1. Grant the Licensee the right to use the intellectual property (the Service) as per the Agreement. Ensure 24/7 availability of the Service, apart from preventive maintenance time.
 - 4.5.2. Keep confidential any information, materials, documents which become available to the Licensee in the course of performance of this Agreement.
 - 4.5.3. Duly publish the official messages (documents) related to the right to use the Service.

5. ROYALTY

- 5.1. The royalty shall mean a fixed-amount periodic payment. The royalty shall vary for different Licensees and shall be displayed in My Profile section on www.ru.spamguardapp.com/dashboard (the product shall be VAT exempt as per Article 149 (clause 2, subclause 26) of the Tax Code of the Russian Federation).

- 5.2. Royalty shall be payable by 100% down payment.
- 5.3. Royalty shall be payable as follows:
- 5.3.1. If by individuals, using the payment methods shown on www.ru.spamguardapp.com. By making payment for any service package using a credit or debit card or an e-payment, the Licensee agrees to repeat such payment as per the royalty amount referred to in clause 5.1 of the Agreement. In order to turn off recurrent payments, the Licensee needs to uncheck this option on www.ru.spamguardapp.com (Subscription page in My Profile)
- 5.3.2. If by legal entities, as per the invoice.
- 5.4. The Licensee shall be deemed to have fulfilled its payment obligations as from the moment the funds are credited to the Licensor' settlement account in full.
- 5.5. The Licensee shall, at least one day prior to the recurrent payment date, be entitled to opt out of recurrent (periodic) payments by unchecking this option in My Profile on www.ru.spamguardapp.com.
- 5.6. The Licensee's payment for the service package at a discounted price shall not mean that the discount will automatically apply to any further payments which shall be made at the prices shown on www.ru.spamguardapp.com.
- 5.7. The cost of the service package shall be calculated separately for each Licensee and shall be final. The amount of recurrent payments to be debited from the user's account shall be based on the initial cost of the package.
- 5.8. In the event the Licensee has filed an application (request) as per clause 5.6 hereof within the prescribed time limits, but the recurrent payment for the next period was made, the Licensor shall return the funds credited after receipt of the application (request) to the Licensee. The funds shall be returned within 15 business days to the account from which they were debited.
- 5.9. In the event the Licensee has filed an application (request) after expiration of the period of time referred to in clause 5.6 hereof, and the recurrent payment for the next period was made, the Licensor shall not return the funds credited after receipt of the application (request) to the Licensee for the paid period, and this Agreement shall terminate upon expiration of the paid period. The Licensee shall be entitled to use the Service until expiration of the paid period as per the terms and conditions of the service package purchased by the Licensee with respect to the Service.
- 5.10. In the event that, on the date of the application for cancellation of recurrent payments, the account details are invalid, the Licensee agrees to send a notification with copies of confirming documents attached, and communicate the valid account details for the refund. The 15-days period shall commence from the date the Licensee has provided the valid account details
- 5.11. In the event of early termination hereof (for any reasons whatsoever), the amount of any recurrent payment made by the Licensee shall not be refundable.

5.12. The Licensor shall be entitled to change the royalty hereunder in its sole discretion by notifying the Licensee 5 (five) calendar days prior to the date of changes by making amendments hereto.

5.13. No changes shall apply to the amount of the royalty for the previously paid periods of use.

5.14. Article 317.1 (clause 1) of the Civil Code of the Russian Federation shall not apply to the relationships of the Parties hereunder.

6. LIABILITY OF PARTIES

6.1. The Parties shall be held liable for the failure to perform, or improper performance of, the obligations hereunder in accordance with the applicable laws of the Russian Federation and this Agreement.

6.2. Should the Licensee fail to comply with the royalty (recurrent) payment period, the right to use the Service shall be suspended until the required amount is credited in full.

6.3. The Licensor shall not be held liable for any violation by the Licensee of rights of third parties, including any violations committed through the Service.

6.4. The Licensor shall not be held liable for disclosure of information which was made through no fault of the Licensor or was requested by the competent authorities under the legislation of the Russian Federation.

7. FORCE MAJEURE

7.1. Neither party shall be held liable to the other party for non-performance of obligations as a result of any circumstances beyond control of the parties which could not have been foreseen or prevented, including any declared or actual war, civil commotions, epidemics, blockade, earthquakes, floods, fires and other acts of god.

7.2. The party unable to perform its obligations must notify the other party of such circumstances and the effect thereof on the obligations under this Agreement within 5 (five) days since occurrence of such circumstances. The Licensor shall be entitled to disclose such information by publishing it on www.ru.spamguardapp.com.

7.3. In the event a Party has failed to notify the other Party of the force majeure circumstances, such Party shall be deprived of the right to refer to such circumstances as a reason for non-performance or improper performance of its obligations hereunder.

8. DISPUTE RESOLUTION

8.1. All disputes and conflicts which may arise out of any matters not covered by this Agreement must be resolved by negotiations between the parties.

8.2. The Parties must follow the pre-court dispute settlement procedure. Any claim shall be reviewed within 30 (thirty) calendar days from the date of receipt thereof, unless any other pre-court settlement procedure is prescribed by the effective legislation.

8.3. In the event the Parties have failed to settle the disputes by negotiations, then any disputes arising out of the Agreement between a legal entity and the Individual Entrepreneur shall be settled by the Commercial Court of the Kaliningrad Region.

8.4. Any disputes arising out of the Agreement between an individual and the Individual Entrepreneur shall be settled by the Gvardeisky District Court of the Kaliningrad Region, unless otherwise provided for by the effective legislation.

9. TERM. TERMINATION

9.1. This Agreement shall become effective on the date of acceptance hereof as per clause 2.3.

9.2. This Agreement shall be executed for an indefinite term.

10. TERMINATION

10.1. This Agreement may be terminated:

10.1.1. Upon agreement of the Parties as prescribed by the legislation.

10.1.2. The Licensor shall be entitled to terminate the Agreement in its sole discretion following a pre-court procedure, should the Licensee breach the terms and conditions hereof.

10.1.3. The Licensee shall be entitled to terminate this Agreement at any time by sending a notification 30 days prior to the termination date to the Licensor's email support@spanguardapp.com.

11. FINAL PROVISIONS

11.1. The Licensor shall send to the corporate licensees the reporting documents after receipt of payment in hard copy by Russian Post and electronically to the email address communicated upon registration. Prior to receipt by the licensee of any documents in hard copy, any electronic documents shall be legally binding.

11.2. The Licensee agrees and acknowledges that any amendments made to the public offer shall entail amendments to the valid Licence Offer Agreement between the Licensor and the Licensee, and such amendments shall become effective concurrently with the amendments made to the public offer.

12. LICENSOR'S DETAILS

Individual Entrepreneur Anatoly Anatolyevich Dudik INN (Taxpayer Identification Number) 391601492516
OGRNIP (Primary State Registration Number of the Individual Entrepreneur) 318392600040290

Address: Kaliningrad Region, Gvardeisk, ul. Kaliningradskaya, 35, apt. 4.

settlement account 40802810620000003540 WITH KALININGRADSKOE BRANCH NO. 8626 OF SBERBANK
PJSC, BIC 042748634 correspondent account 30101810100000000634