

# Offer Contract

**PLEASE READ CAREFULLY:** if you are accepting this offer contract (“Agreement”) on behalf of a person or legal entity (“LICENSEE”), you represent and warrant that you have full authority to bind the licensee to this Agreement. Unless the licensee has another valid Agreement for the purchase license and use of AggreGate software (“AggreGate”, registered trademark) products (as defined below), this Agreement governs your rights to the AggreGate products.

By clicking “accept” licensee accepts this agreement and the agreement will be deemed a binding contract between <https://aggregate.digital> (“LICENSOR”) and LICENSEE. If licensee does not agree to or cannot comply with all of the terms and conditions set forth in this agreement or if you do not have authority to bind the licensee, then do not click “accept” and licensee will not be authorized to use aggregate products.

This Agreement is entered into as of the earlier of the date that LICENSEE accepts the terms and conditions herein or, if earlier, first orders any product (the “Effective Date”). The Licensee accepts the Agreement (Offer) by paying the invoice.

## 1. Definitions

- a. **“Product”** means AggreGate software, made available by providing rights to LICENSEE has purchased a license to use under the relevant pricing plan.
- b. **“Documentation”** means the electronic release notes, implementation guides, or other published technical documentation about the applicable product that is provided by LICENSOR to LICENSEE on <https://aggregate.digital>.

## 2. Rights of Access and Use

- a. Subject to the terms and conditions of this Agreement, during the applicable License Term, LICENSOR hereby grants to LICENSEE a simple non-exclusive, irrevocable, perpetual, worldwide license for LICENSEE to access and use the product in accordance with the applicable Documentation. LICENSEE may provide access to the product to its employees, contractors and affiliates (and any employees and contractors of such affiliates), provided LICENSEE is responsible for their actions that violate the terms of this Agreement. The license granted under this Section 2 shall terminate upon the termination or expiration of this Agreement.

- b. The rights for the AggreGate software use are provided in their entirety according to the current Offer Contract after the LICENSEE sends 100% (one hundred percent) of the payment according to the invoice. Provision of rights begins no later than the invoice payment done and activation key provided to the LICENSOR.
- c. The rights for the AggreGate software use are provided after successful payment the AggreGate software become available to the LICENSEE by downloading from the information resource <https://aggregate.digital> through the activation key under the procedure fixed in the LICENSOR's email with instructions.
- d. In order to receive newsletters, the LICENSEE must complete the registration procedure and express his explicit informed consent to receive such mailings at: <https://aggregate.digital/login.html>.
- e. The LICENSEE shall provide the activation key provided to the LICENSOR in 10 (ten) days from the LICENSEE's email with instructions.
- f. If the LICENSOR does not receive the activation key within 30 days, the LICENSOR's obligations are considered entirely fulfilled. In this case, the LICENSOR is relieved of responsibility for the further performance of obligations in accordance with the Offer.
- g. **In-Licensed Materials and Open Source**

The product may contain or may interoperate with software or other technology that is not owned by the LICENSOR but has been licensed to the LICENSOR by a third party or that is available under open source or free software licenses ("In-Licensed Materials"). The In-Licensed Materials may be subject to additional terms and conditions made available as required to LICENSEE. To the extent the LICENSOR uses open-source software in its product, the applicable licenses shall not restrict the license rights granted to LICENSEE under this Agreement or impose further obligations or restrictions upon LICENSEE, provided LICENSEE uses the product in accordance with this Agreement.

### **3. Export/Import**

- a. The product and Documentation may be subject to foreign import and export control laws and regulations. LICENSEE agrees to comply with all such regulations applicable to LICENSEE, including obtaining applicable import licenses.
- b. The LICENSOR is to carry out commissions (if any) for the payment. Such commissions are not included in the LICENSOR's invoice.

- c. Each party shall bear its own expenses, own taxes and tax obligations that it may incur under this Agreement.

## 4. Payment, Refund and Cancellation

- a. **Payment**

LICENSEE shall pay the fees for AggreGate product as set forth in the applicable pricing plan on purchase page.

- b. When paying in any currency other than rubles, funds are debited in rubles at the rate of the issuing bank, and will differ from the price indicated on the purchase page.

- c. **Refunds and Cancellations**

LICENSOR does not offer, and LICENSEEs will not be entitled to, a refund of any fees after they have purchased the AggreGate license for any supported instance type even if they have not launched it.

LICENSOR does not offer, and LICENSEEs will not be entitled to, a full or partial refund of any fees after they launch AggreGate for any supported instance type should they decide to stop using or cancel for any reason within the time period for which they have the right to access the Product.

## 5. Confidentiality

- a. **Definition**

**“Confidential Information”** means non-public information provided by one party (“Discloser”) to the other (“Recipient”) that is designated as confidential or reasonably should be considered as such, excluding information that (i) is or becomes public through no fault of the Recipient, (ii) was known to Recipient before the disclosure, (iii) is disclosed to Recipient by a third party without violation of any confidentiality restrictions, or (iv) is independently developed by the Recipient without access to or use of the Discloser’s information. LICENSOR Confidential Information includes but is not limited to all products (and any derivatives, performance data, benchmark results, security assessments, product roadmaps and any other technical information relating to the products), Documentation and its derivatives, and LICENSOR’s pricing. The terms and conditions of this Agreement are the Confidential Information of both parties.

**b. Non-disclosure and Non-Use**

The Recipient shall (i) only use the Confidential Information of the Discloser to exercise its rights and/or to perform under this Agreement, (ii) use the same degree of care to prevent unauthorized use and disclosure of Discloser's Confidential Information as it does for its own confidential information, but in no event less than reasonable care, and (iii) with respect to employees, contractors, or agents of Recipient, limit access to the Discloser's Confidential Information only to those employees, contractors, or agents who have a need to access such Confidential Information and who are subject to confidentiality obligations at least as restrictive as those specified in this Section 5. The Recipient may disclose the Discloser's Confidential Information to the extent required by any court, governmental body, or law or regulation, provided that, if legally permissible, Recipient shall provide prompt written notice to the Discloser of such disclosure. Upon written request of the Discloser, the Recipient shall return or destroy, at Discloser's option, the Discloser's Confidential Information.

## **6. Ownership**

This is Agreement for use of AggreGate Product and not an agreement for sale. LICENSEE acknowledges that it is obtaining only a limited right to the AggreGate product and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to LICENSEE under this Agreement. LICENSOR and its suppliers own and retain all right, title, and (except as expressly licensed in this Agreement) interest in and to the product. LICENSEE is not obligated to provide LICENSOR with any suggestions or feedback about the products or services ("Contacts").

## **7. Indemnity**

**a. Indemnification by LICENSOR**

LICENSOR shall at its cost and expense (i) defend or settle any claim brought against LICENSEE and its directors, officers and employees ("LICENSEE Indemnitee(s)") by an unaffiliated third party alleging that LICENSEE's use of the product infringes or violates that third party's intellectual property right(s), and (ii) pay, indemnify and hold LICENSEE Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim.

**b. Indemnification for LICENSOR**

Should a LICENSEE build their product leveraging the LICENSOR AggreGate product (AggreGate software) for further use by downstream LICENSEE,

LICENSEE shall at its cost and expense (i) defend or settle any claim brought against LICENSOR and its directors, officers and employees (“LICENSOR Indemnitee(s)”) by an unaffiliated third party alleging that downstream LICENSEE’s use of the LICENSEE’s product infringes or violates that third party’s intellectual property right(s), and (ii) pay, indemnify and hold LICENSOR Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim.

**c. Remedies**

If a claim under Section 7 “a” occurs or in LICENSOR’s opinion is reasonably likely to occur, LICENSOR may at its expense and sole discretion: (i) procure the right to allow LICENSEE to continue using the applicable product, (ii) modify or replace the applicable product to become non-infringing, or (iii) if neither (i) nor (ii) is commercially practicable, terminate LICENSEE’s license to the affected portion of applicable product.

**d. Exclusions**

LICENSOR shall have no obligations under this Section 7. “a” if the claim is based upon or arises out of: (i) any modification to the applicable product not made by or at the direction of LICENSOR, (ii) any combination or use of the applicable product with any third party products or systems, to the extent that such claim is based on such combination or use, (iii) LICENSEE’s continued use of the allegedly infringing technology after being notified of the infringement claim, (iv) LICENSEE’s failure to use Updates made available by LICENSOR, (v) LICENSEE’s failure to use the product in accordance with the applicable Documentation, and/or (vi) use of the product outside the scope of the license granted under this Agreement. This Section 7.a constitutes LICENSEE’s sole and exclusive remedies, and LICENSOR’s entire liability, with respect to infringement of third-party intellectual property rights.

**e. Indemnification by LICENSEE**

LICENSEE shall at its cost and expense (i) defend or settle any claim brought against LICENSOR and its directors, officers and employees (“LICENSOR Indemnitee(s)”) by an unaffiliated third party alleging that the LICENSEE Data infringes or violates a third party’s intellectual property or privacy right(s), and (ii) pay, indemnify and hold LICENSOR Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim. “LICENSEE Data” means any data originated by LICENSEE or LICENSEE representatives that LICENSEE or LICENSEE representatives submit to the product.

f. **Procedures**

Each indemnitor's indemnification obligation is conditioned on the indemnitee: (i) giving the indemnitor prompt written notice of such claim, (ii) permitting the indemnitor to solely control and direct the defence or settlement of such claim, provided the indemnitor shall not settle any claim in a manner that requires the indemnitee to admit liability or pay money without the indemnitee's prior written consent, and (iii) providing the indemnitor all reasonable assistance in connection with the defence or settlement of such claim, at the indemnitor's cost and expense.

## **8. Support and Maintenance Services**

Support and maintenance services shall be provided in accordance with the support and maintenance terms and conditions specified in support policy.

## **9. Warranties**

a. **Product**

LICENSOR represents and warrants to LICENSEE that the product materially conforms to the specifications specified in the relevant Documentation.

b. **Exclusions**

The express warranties do not apply if the applicable product (i) has been modified, except by or at the direction of LICENSOR, (ii) has not been used, or maintained in accordance with this Agreement and Documentation, (iii) has been subjected to abnormal stress, misuse, negligence or accident, and/or (iv) is used with any other software or products not specified in the Documentation. Additionally, these warranties only apply if notice of a warranty claim is provided within the applicable warranty period.

c. **DISCLAIMER**

To the maximum extent permitted by applicable law, except for the warranties expressly stated in this section 9, the product and services are provided "as is," and licensor provides no other representations and warranties of any kind, whether express, implied, statutory or otherwise, and licensor specifically disclaims all implied warranties including, without limitation, any warranties of merchantability or fitness for a particular purpose or non-infringement.

## **10. Term and Termination**

The access rights granted herein with respect to the product shall remain effective until the License Term for the relevant product expires.

## **11. Limitation of Liabilities**

To the maximum extent permitted by applicable law, except for any breaches of or for liability arising out of section 3 (restrictions), 5 (confidentiality) or a party's indemnification obligations under this agreement, or licensee's payment obligations, neither party shall be liable to the other party in connection with this agreement or the subject matter hereof (under any theory of liability, whether in contract, statute, tort or otherwise) for: (A) any lost profits, lost business opportunities, lost data, or special, incidental, consequential or punitive damages, even if such party has been advised of the possibility of such damages or losses or such damages or losses were reasonably foreseeable, or (B) an amount that exceeds the total fees payable to licensor for the relevant product or service during the twelve-month period before the event giving rise to such liability. These limitations will apply notwithstanding any failure of essential purpose of any remedy specified in this agreement. Multiple claims shall not expand the limitations specified in this section 11.

## **12. General**

### **a. Resolution of disputes**

All disputes arising out of or relating to this Agreement shall be referred to senior management of the parties. If resolution is not possible within a reasonable time frame, the dispute may be submitted to arbitration by either party in accordance with the following provisions.

### **b. Governing Law and Jurisdiction**

The rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the location of the LICENSOR. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be federal courts in location and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

### **c. Assignment**

Neither party may assign this Agreement without prior written consent of the other party, provided however either party may do so to a successor-in-interest

of substantially all of its business and/or assets. Any assignment in violation of this Section 12 “e” shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

d. **Data Communications**

LICENSOR may or may not collect, access, use, store, safeguard, disclose and transfer (“Process”) Personal Information for the purposes of this Agreement, including without limitation, to implement and deliver the product and its features and associated services, provide LICENSEE support, and help LICENSEE prevent or address service or technical problems “Personal Information” means any information relating to an identified or identifiable individual user that is obtained by or communicated to LICENSOR by LICENSEE in performance by LICENSOR of its obligations under this Agreement. LICENSOR may or may not collect, analyze, and use aggregated, de-identified technical data and related information (such as product or feature usage, device metrics/metadata and/or mobile application usage) to facilitate market research, product development/improvement and to provide support and maintenance services. LICENSOR may or may not use, store, or disclose such information or material derived from such information, as long as it is in a form that does not identify or is not attributable to any individual.

e. **Publicity**

LICENSOR may publicly disclose that LICENSEE is a LICENSEE of LICENSOR and a licensee of the Product, including in a list of LICENSOR LICENSEEs and other promotional materials.

f. **Independent Contractor**

The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

g. **Amendments**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.



h. **Notices**

Except as otherwise provided in this Agreement, all legal notices to LICENSEE will be given in writing to any LICENSEE address listed on the applicable Order. All legal notices to LICENSOR will be given in writing to: Obyedinenie Agregeit LLC (Principle State Registration Number: 1136952008577, Tax ID Number: 6950166982) The Russian Federation, 170002, Tver region, Tver, Chaikovskogo ave., 28/2, off. 711, 712., Attention: Legal Advisor. Such notices will be effective (a) when personally delivered, (b) on the reported delivery date if sent by a recognized international or overnight courier, or (c) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, purchase orders, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with LICENSOR and LICENSEE's standard ordering procedures.

### **13. Entire Agreement**

This Agreement consists of these terms and conditions, and the attached schedule(s), which are incorporated by reference. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and cancels all prior agreements, representations, communications, and understandings of the parties, written or oral, relating to such subject matter, and is not intended to confer upon any person other than the signatories below any rights or remedies.