LICENSE AGREEMENT
for using the Supl.biz Program (non-exclusive license)
№_____ on «__» _____ 2021.

Tomsk

_____, **represented by**_____,
acting on the basis _____**,** hereinafter reffered to as the «Licensee», one side, and Supl.biz LLC (entered by the Russian Ministry of Telecom and Mass Communications into the register of accredited organizations operating in the field of information technology, from 10.08.2016 № 6250), participant of the Skolkovo innovation center, entry in the register №. В - 454 dated 25.01.2021), represented by CEO Dyachenko Evgeny Nikolaevich, acting on the basis of the Article of Assosciation, hereinafter reffered to as the «Licensor», on the other side, hereinafter reffered to as the «Parties», sign this agreement, hereinafter reffered to as the «Agreement», as follows:

1. BASIC CONCEPTS

1.1. For the purposes of this Agreement, the terms and definitions listed below have the following meanings:
 • License agreement (agreement) - an agreement between the Licensor and the Licensee (User), according to which the Licensor undertakes to provide the Licensee with the rights to use the computer program "Digital Platform for Industry Supl.biz" (included in the Unified Register of Russian programs for electronic computers and databases December 14, 2020 under number 7700), as well as its component parts and updated and / or non-updated data (databases) of buyers.
 • Agreement validity period - the time interval from the moment this Agreement enters into force until the moment of its termination in accordance with Section 9 of this Agreement.
 • User - a legal entity or an individual using (intending to use) a computer program. The scope of the User's rights is determined in accordance with the selected status of the Licensor's software and hardware complex.
 • Subscription - a list of prices, volume, status and period of use of the computer program established by the Licensor and published on the supl.biz website on the basis of a license agreement.
 • The program is the result of intellectual activity - a computer program "Digital platform for industry Supl.biz" (certificate of state registration of a computer program No. 2020613401 dated March 16, 2020) and data (databases) of buyers that are / are not part of it, intended for conducting trading procedures and participating in such procedures in electronic form, for placing goods and services, information about companies participating in the procedures, for conducting business analytics in electronic form on the Internet at supl.biz and being an integral part of the Licensor's software and hardware complex.
 • Trading procedures - the execution of transactions aimed at the sale and / or purchase of manufactured / supplied and / or purchased by the User goods and services.
 • Data (database) of buyers - a set of any materials systematized by the Licensor and provided to the Licensee, and related directly or indirectly to persons (potential buyers) intending to purchase certain goods / services (make a deal) that can be sold by the Licensee to these persons within activities declared by him. (Note: The terms "Data", "Database" and "Customer Data" are identical in their meaning in the understanding of this Agreement)
• Business Intelligence - a part of the Program for conducting analytics, data visualization in the form of graphs, is not intended to search for buyers / suppliers or conclude deals.
 • The territory of the agreement is the entire territory of the Russian Federation.

2. SUBJECT OF THE AGREEMENT

2.1. Under this Agreement, the Licensor grants, and the Licensee uses, within the limits and in the ways provided for by this Agreement for a fee, the following rights to the Program:
 • obtaining the right of access (according to the Tariff Plan) to Buyers' Data for conducting trading procedures and participating in such procedures in electronic form, for posting goods and services, information about companies participating in the procedures, for conducting business analytics in electronic form on the Internet at supl.biz;
 • selection, using the Program, a supplier or buyer of goods, works, services and other objects of civil rights

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The licensor is obliged:
3.1.1. Check the accuracy of information provided by users.
3.1.2. In accordance with the tariff plan, provide the Licensee with round-the-clock access to the information resources of the program, as well as provide round-the-clock technical ability to use the program.
3.1.3. Provide the Licensee with technical support during the term of the License Agreement (agreement).
3.1.4. In the event of a violation of access to the information resources of the program through the fault of the Licensor, the latter is obliged to extend the term of the agreement to the Licensee for the period of lack of access to the program.
3.2. The licensor has the right:
3.2.1. In case of violation by the Licensee of the conditions stipulated in cl. 3.3, 5.2 of this Agreement to suspend the granting of rights to the program.
3.2.3. Apply individual tariff plan discounts when the Licensee exercises the rights to use the program.
3.2.4.Make any adjustments to the operation of the program that do not worsen the conditions for the Licensee.
3.2.5. Require the Licensee to eliminate the causes, conditions and consequences of any violation of the intellectual (copyright) and other rights of the Licensor resulting from the Licensee's violation of the terms of this Agreement.
3.3. The licensee is obliged to:
3.3.1. Register in electronic form on the supl.biz website.
3.3.2. Timely inform the Licensor of the change in their details.
3.3.3. Do not take any actions that may harm the activities or image of the Licensor, its partners and successors.
3.3.4. Fulfill all the requirements of the Licensor aimed at fulfilling the terms of this Agreement by the parties.
3.3.5. Provide and post only reliable information on supl.biz.

3.3.6. Use the Program solely for the purposes and within the limits provided for in this Agreement.

3.3.7. Use the Program, as well as the updated and non-updated data (databases) of buyers provided by the Licensor, solely for the purpose of making transactions with these buyers by the Licensee himself.

3.3.8. Do not extract, do not transfer to third parties, do not distribute in any way data and other materials received from the Licensor under this Agreement, unless this is directly related to the conclusion of a transaction in relation to the goods / services, information about which is contained in the database.

3.3.9. Submit an application for verification and provide supporting constituent documents no later than 5 (Five) working days from the date of activation of the tariff plan.

3.4. The licensee has the right:

3.4.1. In accordance with the tariff plan, you can get round-the-clock, uninterrupted access to the information resources of the program, as well as get a round-the-clock technical opportunity to use the program.

3.4.2. Receive technical support for the entire duration of the License Agreement.

3.4.3. Has the right to suspend the agreement for the selected tariff plan no more than twice a year for up to two months, notifying the Licensor in writing. The term of the agreement is automatically extended for the period of suspension of the agreement.

3.5. The parties undertake to maintain confidentiality under this Agreement. The Parties undertake to ensure confidentiality and inaccessibility to third parties of all information related to the conclusion, execution, modification, termination of this Agreement.

3.6. Each of the Parties undertakes not to disclose in any way (make it available to any third parties, as well as copy information to other sites and in the public domain, except in cases where third parties have the appropriate powers by virtue of the direct instruction of the law) any information received from another The party to which she gained access in connection with the conclusion of this Agreement and in the process of fulfilling the obligations arising from the Agreement. This condition of the contract continues to operate after the expiration of the contract for 3 (three) years.

4. TRANSFER OF RIGHTS

4.1. All rights transferred hereunder shall be deemed transferred to the Licensee from the Licensor from the date of signing of this Agreement by the Parties, unless otherwise provided by this Agreement.

4.2. Transfer of Non-Exclusive Property Rights according to clause 2.1 hereof shall based on the Acceptance and Transfer Certificates signed by both Parties and shall be deemed to have been made from the moment of their signing or from the moment when the Licensee receives access to the Program in accordance with the selected subscription.

4.3 The Licensee is obliged to return the signed copies of the acceptance reports and other documents submitted by the Licensor within 5 (five) working days from the date of receipt. If the Licensee within 10 (ten) working days from the date of receipt of the act has not signed it or has not sent a reasoned objection to it, the transfer of rights is considered to have been made from the date when the Licensee received the act.

4.4. Acceptance in this Agreement, in addition to its standard signing by both Parties, is a full or partial payment by the Licensee sent to his address (to the email address specified by the Licensee) of a scanned image of an invoice for payment. By paying the invoice, the Licensee acknowledges that he agrees with all the terms of this Agreement, and that his provisions have been carefully read and understood by him.

5. SETTLEMENT PROCEDURE

5.1. For the Non-Exclusive property rights transferred (provided) hereunder the Licensee undertakes to pay the Licensor remuneration, the amount of which is determined in accordance with the selected subscription according to Appendix№1 to this Agreement.

5.2. The remuneration for the granted rights specified in clause 5.1 of this Agreement shall be paid in the form of one-time fixed payments within 5 (Five) calendar days from the date the Licensor issues the invoice. Within 20 (Twenty) calendar days from the date of payment by the Licensee of the invoice, the Licensor sends to the latter the acts of acceptance of the transfer and other documents.

5.3. The obligation of the Licensee to transfer the amount fee is deemed to be fulfilled on the day the funds are debited from the Licensee's current account.

5.4 The Licensee shall pay for the transfer of funds to the Licensor's account and services of correspondent banks.

5.5. Upon termination of this Agreement, the Licensee is refunded the actual amount of payment under the Agreement, minus the cost of the tariff functions actually used, which is calculated as the maximum of two indicators: the cost of the tariff connection period until the notice of termination of the contract is received, the cost of the customers' contacts actually opened on the tariff. The cost of the tariff activation period is calculated as the total cost of one month of the tariff, excluding promotions and discounts at the time of payment, divided by 30 (Thirty) days and multiplied by the actual number of days during which the tariff was connected. The cost of customers' contacts actually opened at the tariff is calculated as the total cost of the entire tariff, excluding promotions and discounts, divided by the number of open contacts available at the tariff, indicated in Appendix No. 1, multiplied by the number of actual open contacts. Refunds to the Licensee are made within 7 (Seven) business days after the notification is received by the Licensor.

5.6. Upon payment, it is necessary to specify the following in the payment purpose: "A non-exclusive license to use the software for Supl.biz on the basis of the account №_____ on "____" _____ _____».

5.7. The parties have agreed that settlements on the terms of prepayment, advance payment, payment by installments or payment deferral within the framework of this Agreement are not a commercial loan with the meaning of Article 823 of the Civil Code of the Russian Federation and the basis for interest accrual in accordance with Article 317.1 of the Civil Code of the Russian Federation.

6. ADDITIONAL TERMS

6.1 The Licensor guarantees that it has exclusive property rights to the extent necessary.

6.2 The Licensor guarantees that the program, transferred (supplied) files and information materials do not contain information that is a state secret, and that the use of the program does not lead to violations of legislation in the field of information security. The Licensor guarantees that the

Software or its parts do not contain any elements that knowingly lead to the destruction, blocking, modification or copying of the information by the User, disruption of the computer, systems or networks of the computer.

6.3. The licensor guarantees that at the time of the conclusion of this Agreement, he is the legal owner of the computer programs and databases specified in the agreement. At the time of the conclusion of this Agreement, there are no rights to the program encumbered by the requirements of third parties, except for those that the Licensor notified the Licensee of in writing. Until the conclusion of this Agreement, the Licensor is not aware of the claims of third parties regarding the rights to the program.

6.4. he Licensor guarantees that at least 90% of the information (contact details of the customers and the need for goods/services) posted on Supl.biz is current on the day of its placement.

6.5 The licensee agrees to the technical restriction on viewing pages with orders and pages with a user profile: no more than 40 per minute and no more than 400 per day.

6.6. The Licensee is notified and acknowledges that significant financial, material, organizational and other funds are spent by the Licensor to create and process the materials and data transferred to him under this Agreement.

7. ANTI-CORRUPTION NOTE

7.1. When fulfilling their obligations hereunder, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay, and do not permit the payment of any funds or valuables, directly or indirectly, to any person to influence the actions or decisions of those persons in order to obtain any undue advantage or to achieve any other undue purpose.

When fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not perform any actions qualified by the legislation applicable for the purposes of this Agreement as giving/receiving bribes, commercial bribery, as well as other actions violating the requirements of applicable legislation and international acts on combating corruption.

7.2. If the Party suspects that a violation of any provisions of clause 7.1 of this Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing. In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to believe that a violation of any provisions of clause 7.1 of this Agreement by the other Party, its affiliates, employees or intermediaries has occurred or may occur.

The channels for notifying the Licensee of violations of any provisions of clause 7.1 of this Agreement are specified in clause 11.

Channels for notifying the Licensor about violations of any provisions of clause 7.1 of this Agreement: **8-800-600-30-31**, official e-mail **info@supl.biz.**

The Party that received a notification of violation of any provisions of clause 7.1 of this Agreement is obliged to consider the notification and inform the other Party about the results of its consideration within 15 (Fifteen) business days from the date of receipt of the written notification.

7.3. The Parties guarantee to carry out proper proceedings on the facts of violation of provisions of clause 7.1 of this Agreement in compliance with the principles of confidentiality and the application of effective measures to prevent possible conflict situations. The Parties guarantee the absence of negative consequences both for the notifying Party as a whole and for specific employees of the notifying Party, who reported violations.

7.4.In case of confirmation of the fact of violation by one Party of the provisions of clause 7.1 of this Agreement and / or non-receipt by the other Party of information on the results of consideration of the notification of violation in accordance with clause 7.2 of this Agreement, the other Party has the right to terminate this Agreement unilaterally out of court by sending a written notification no later than more than 30 (Thirty) calendar days before the date of termination of this Agreement.

8. RESPONSIBILITY OF PARTIES AND DISPUTE RESOLUTION PROCEDURE

8.1. In case of non-fulfillment or improper fulfillment of obligations hereunder, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

8.2. Disputes and disagreements not settled by the Parties arising from or in connection with this Agreement shall be subject to a review in the Arbitration Court of the Tomsk Region with preliminary submission of claims by the Parties. Term of reply to the claim is 10 (Ten) working days.

8.3. The Parties shall not be responsible for non-fulfillment or improper fulfillment of obligations under this Agreement in case of force majeure, such as floods and other natural disasters, embargoes, war or military actions arising after the conclusion of this Agreement.

9. VALIDITY AND TERMINATION OF THE AGREEMENT

9.1. This Contract shall come into force from the date of its signing by the Parties and shall remain in force for the period of time according to the chosen and paid subscription.

9.2. Transfer of the exclusive right to the non-exclusive rights transferred under the present Agreement to the other right holder is not the basis for change or termination of the present Agreement.

9.3 This Agreement may be terminated early by mutual agreement of the Parties or one of the Parties by sending the other Party a written notice of termination of the Agreement. In this case, the Agreement terminates 10 (Ten) calendar days after the second Party receives the notification.

10. FINAL PROVISIONS

10.1. The parties to this Agreement acknowledge that documents transmitted via facsimile or electronic form (for example, via e-mail on the Internet) and containing the necessary details have the same legal force (i.e. are authentic) as documents on paper carrier, signed by the officials specified in the document and having the seal of the Party that signed the documents, except for cases when it contradicts the current legislation and the rules of business document flow.

Email from the Licensee _____

Email from the Licensor **info@supl.biz**

10.2. In the event of a dispute over the execution of this Agreement, the interested Party has the right to submit to the judicial authorities as authentic evidence, documents received via fax channels or in electronic form (for example, via Internet e-mail), certified by the signature of the head and the seal of one of the Parties.

10.3. The licensor is recognized as a tax resident of the Russian Federation and is a taxpayer of the Russian Federation.

10.4. In everything that is not provided for by this Agreement, the Parties are guided by the current legislation of the Russian Federation.

10.5. All changes and additions to this Agreement and its Appendices are considered valid if they are made in writing and signed by authorized representatives of the Parties.

10.6. This Agreement has been drawn up in accordance with the legislation of the Russian Federation in Russian in two copies having the same legal force, one for each of the Parties.

11. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

LICENSEE

_____

Address:_____

TIN/Tax Registration Reason Code: _____ /_____

Bank details: p/a _____ in bank

_____,

SWIFT: _____

Phone: _____

E-mail: _____

_____

LICENSOR:

Supl.biz LLC

Address: 634029, Tomsk region, Tomsk, st. Nikitina, house number 10, building 1

TIN / TRRC: 7017330440 / 701701001

Bank details: 40702840264001000172 in bank

SBERBANK Moscow, Russian Federation,

SWIFT: SABRRUMM011

Phone: 8-800-600-30-31

E-mail: info@supl.biz

CEO   Dyachenko E. N.

STAMP   STAMP

1. Subscription "Supplier Premium".
2. Cost: _____$. (_____ dollars _____ cents).Without tax (VAT), based on Art. 145.1 of the Tax Code.
3. Description:
- 100% access to orders on the site and the ability to place offers in them;
- Priority in receiving orders - you receive an order earlier than demo users and your company
located above in the "Suppliers" section;
- 1200 openings of customer contacts per year (changes proportionally in case of connection period other than 12 months);
- Integration of supl.biz with crm-system (AmoCRM and Bitrix24);
- Your profile - a site on a subdomain;
- Upload 1000 of your products to the catalog on the site;
- Indexing by search engines;
- Auto-substitution of your products in orders;
- SEO texts for products;
- Any number of connected accounts;
- Business analytics.

1. Subscription "Supplier Standard Goods".
2. Cost: _____ $. (_____ dollars _____ cents). Without tax (VAT), based on Art. 145.1 of the Tax Code.
3. Description:
- Upload 500 of your products to the catalog on the site;
- SEO texts for products;
- Indexing of goods by search engines;
- Auto-substitution of your products in matching orders;
- Your profile - a site on a subdomain;
- Bonus: 5 openings of customer contacts per month;
- Business analytics.

1. Subscription "Supplier Standard Orders". Without tax (VAT), on the basis of clauses 26, clause 2, article 149 of the Tax Code of the Russian Federation.
2. Cost: _____ $. (_____ dollars _____ cents).
3. Description:
- 100% access to orders on the site and the ability to place offers in them;
- Priority in receiving orders - you receive an order earlier than demo users and your company
located above in the "Suppliers" section;
- 720 openings of customer contacts per year (changes proportionally in case of a connection period other than 12 months);
- Integration of supl.biz with crm-system (AmoCRM and Bitrix24);
- Your profile - a site on a subdomain;
- Bonus: you can upload up to 10 products to the catalog;
- Business analytics.
4. Subscription Duration: ____ (_____) months from the date of transfer of the payment amount to the Licensor current account.
5. Subscription Deferral Terms:
   by Licensor written notice, Licencee can to postpone the beginning of the subscription for a period not exceeding one month.
6. Terms of suspension of the contract for the selected subscription:
   it is possible to suspend the subscription contract no more than twice a year for a period of up to two months, by writing in writing to the Licensor notifying the Licensor in writing.
   The term of the contract is automatically extended for the period of suspension of the contract.
7. This Annex is an integral part of the Agreement № _____ on «__» _____ 2021.

8. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

LICENSEE
_____
Address:_____
TIN/Tax Registration Reason Code: _____ /_____
Bank details: p/a _____ in bank
_____,
SWIFT: _____
Phone: _____
E-mail: _____

_____

LICENSOR:
Supl.biz LLC
Address: 634029, Tomsk region, Tomsk,
st. Nikitina, house number 10, building 1
TIN / TRRC: 7017330440 / 701701001
Bank details: 40702840264001000172 in bank
SBERBANK Moscow, Russian Federation,
SWIFT: SABRRUMM011
Phone: 8-800-600-30-31
E-mail: info@supl.biz

CEO   Dyachenko E. N.

STAMP   STAMP