

Public offer #1

Software License Agreement for Real Estate Solution

Bishkek, Kyrgyz Republic

March 1, 2023

Sole Proprietor Kuznetsov Konstantin Vitalievich. ("Licensor"), herein acting through the Certificate of state registration of an sole proprietor, hereby grants to corporate entities and individuals ("**Licensee**") a royalty-free, non-exclusive, non-transferable, and non-assignable license to use Real Estate Solution software for a license fee. Licensor and Licensee may each be referred to herein as "Party" and collectively as "Parties".

This public offer to license the use of Real Estate Solution software program (hereinafter referred to as "License Agreement") is a license agreement under Article 1042 of the Civil Code of the Kyrgyz Republic, offered in accordance with Articles 396 and 398 of the Civil Code of the Kyrgyz Republic. The Parties acknowledge its validity.

This License Agreement is posted on Licensor's website (<https://amorealtor.com/>) in the control panel of Real Estate Solution and applies to software program Real Estate Solution.

*Before starting to use Real Estate Solution, Licensee shall carefully read the terms and conditions of use contained in this License Agreement. **Licensee may not use Real Estate Solution if Licensee does not unconditionally accept all the terms and conditions of this License Agreement.***

1. TERMS USED

1.1. **Licensor (copyright holder)** is Sole Proprietor Kuznetsov Konstantin Vitalievich, a software developer, who has the exclusive right to the result of intellectual activity, the Real Estate Solution software.

1.2. **Licensee** is any individual or corporate entity, who, on the basis of License Agreement, is granted a royalty-free, non-exclusive, non-transferable, and non-assignable license to use Real Estate Solution in Licensee's own interest, in accordance with the existing laws of the Kyrgyz Republic and this License Agreement.

1.3. **Real Estate Solution** (or just **RES**) is a software (both as a whole and as its components) representing a collection of procedures, programs, and instructions presented in an objective form, including source code, database, audiovisual works, included by Licensor in the composition of Real Estate Solution, as well as any documentation on the use of Real Estate Solution. Real Estate Solution is an additional functionality of [Kommo software](#).

1.4. [Kommo software](#) (or just **Kommo**) is a computer program (both as a whole and as its components) representing a collection of procedures, programs, and instructions presented in an objective form, including source code, database, audiovisual works, included by the copyright holder in the composition of Real Estate Solution, as well as any documentation on the use of Real Estate Solution. The Kommo software is a CRM system for customer accounting and transaction management. The copyright holder of the Kommo software is QSOF LLC.

1.5. **Connection** refers to actions resulting in connection/installation of RES into Licensee's account.

1.6. **Account** (Licensee's account in Kommo) is an information resource, which is an aggregate of the data of one copy of Kommo with a unique identifier by means of which objects are grouped for joint display and use.

1.7. **Authorized user** is a user registered in RES.

1.8. **Use of RES** means using RES's functionalities and/or launching the functionalities in the manner specified by the user (technical) documentation and this License Agreement.

1.9. **License** is a royalty-free, non-exclusive, non-transferable, and non-assignable license given to Licensee to use Real Estate Solution at a license fee.

1.10. **License type** refers to Licensee's tariff plan. Licensor's current price list is published on Licensor's website: <https://amorealtor.com/>.

1.11. **Control panel** is a tool to manage RES and is located in the "Settings" section of the Kommo software in Licensee's account. The control panel allows Licensee to manage RES on Licensee's own or with the help of Licensor's technical support (pay for using RES, set up objects, user access rights and other functions).

1.12. **Activation** refers to provision of license by Licensor: extension of RES according to the paid invoice.

2. RECITALS

2.1. WHEREAS Licensor agrees to, for a license fee, grant Licensee the right to use (royalty-free, non-exclusive, non-transferable, and non-assignable) license) Real Estate Solution within Real Estate Solution's functionality by reproducing RES (connecting to RES via Internet), exclusively for Licensee's own use.

2.2. WHEREAS this License Agreement enters into force before or immediately when the use of RES is about to commence and is valid throughout the entire period of its lawful use by Licensee within the copyright period term, subject to Licensee's proper compliance with the terms of this License Agreement.

2.3. WHEREAS Licensor grants Licensee the right to use RES without territorial restrictions, in the manner and on the terms stipulated by the current laws of the Kyrgyz Republic and by this License Agreement.

NOW, THEREFORE in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

3. COST & PAYMENT SCHEDULE

3.1. The license fee and license type shall be specified in the invoices issued. In order to issue an invoice for payment under this License Agreement, Licensee shall provide Licensor with a corporate card (details) indicating the official email address for sending accounting and other documents, as well as account number in the Kommo software, number of users, license type and payment period.

3.2. Licensee shall pay the entire license fee based on the relevant issued invoice before Licensee could be granted the right to use RES.

3.3. Should Licensee pay only a part and not the full license fee, Licensor shall not transfer the right to use RES until the full payment is completed.

3.4. All sums payable under this License Agreement, based on the appropriate invoice issued, shall be paid in USD by direct bank transfer to Licensor's bank account specified in this License Agreement. All applicable taxes are included in the cost of services, in accordance with the legislation of the Kyrgyz Republic.

3.5. The date that payment is received in Licensor's current account shall be regarded as the invoice payment date. At Licensor's request, Licensee shall provide a copy of the bank transfer order, marked by the bank as executed.

3.6. For any payment made under this License Agreement, the Party making the payment shall be responsible for all transfer fees charged by the sending bank.

4. LICENSE AGREEMENTING PROCEDURE

4.1. Licensee pays the license fee based on the relevant invoice issued. Licensor shall grant the license after license fee paid by Licensee has been received in Licensor's bank account according to the following time limits:

4.1.1. No later than the end of the trial period (for activation of RES during the trial period);

4.1.2. No later than the end of the license period (for extension of RES);

4.1.3. Within 3 (three) business days from the date payment is received (if Licensee pays the invoice after license period has ended).

4.2. The license shall be deemed granted (RES activated) once the acceptance of the software license (hereinafter referred to as "Acceptance of License") has been signed by both Parties. Acceptance of License is an integral part of this License Agreement. Right of use of RES is granted for the term specified in Acceptance of License.

4.3. In order to enable Licensee to use RES, Licensor shall activate RES no later than the date the Acceptance of License is signed.

4.4. The right to use RES shall be deemed granted and Licensee may start using RES once Acceptance of License has been sent to Licensee. The Parties agree that preparing, signing and sending Acceptance of License to Licensee is a confirmation that the rights to use RES have been transferred to Licensee.

4.5. Licensor shall provide Licensee with a copy of the duly prepared and signed Acceptance of License by sending the copy via e-mail or posting it in the control panel of RES. The day following the date of sending by e-mail or posting in the control panel shall be regarded as the day Licensee received Acceptance of License.

4.6. Licensee shall sign Acceptance of License no later than 5 (five) working days from the moment Acceptance of License is received via the methods specified in clause 4.5. and send to Licensor by e-mail a scan copy of the signed Acceptance of License or a reasoned refusal only when Licensor has not fulfilled Licensor's obligations under this License Agreement.

4.7. In case Licensee has paid the license fee but has not signed Acceptance of License within the timeframe specified in clause 4.6. hereof, and Licensor has duly performed Licensor's obligations under the License Agreement, Acceptance of License shall be deemed signed by both Parties and the Parties shall have no claims against each other.

4.8. Within 15 (fifteen) working days after the right to use RES has been granted, Licensor shall send the original signed Acceptance of License in 2 (two) copies to Licensee's registered address by post or through an electronic document management system. Licensee shall, within 10 (ten) working days of receiving the above documents, sign them and send Licensor 1 (one) copy of the signed Acceptance of License via post or through an electronic document management system.

4.9. License fee is non-refundable if Licensee refuses to use RES after activation and the relevant Acceptance of License signed.

4.10. Licensor has the right to stop maintaining the functionality of RES or individual functionality by notifying Licensee 30 (thirty days) in advance by email in accordance with clause 10.4. License Agreement.

5. LICENSE TYPES

5.1. Licensee may choose the appropriate type of license. The list of license types is available on Licensor's website at: <https://amorealtor.com/>.

5.2. Licensee may, without paying license fee, use RES under this License Agreement for trial (trial version) for a limited period of time as determined by Licensor's terms and conditions in effect at the moment of connection of RES.

5.3. Licensee independently manages the number of authorized users in RES. In the event of a change in the number of authorized users, the validity period of the purchased license will be changed taking into account the tariff cost of the license. The license type is changed with the help of Licensor.

6. COPYRIGHT AND CONDITIONS OF USE

6.1. RES is a result of intellectual activity, and it is an object of copyright (software), which is regulated and protected by the intellectual property law of the Kyrgyz Republic and international law.

6.2. The operation algorithms of RES and the source codes (including its parts) constitute Licensor's trade secret. Any use of them or use of RES in breach of this License Agreement shall be considered a breach of Licensor's rights and is a sufficient basis to deprive Licensee of the rights granted under this License Agreement.

6.3. Licensor warrants that Licensor has all the necessary rights to provide RES to Licensee, including documentation for RES.

6.4. This License Agreement does not grant Licensee any rights to use trademarks and service marks of Licensor and/or its partners.

6.5. Licensee may not, under any conditions, remove or obscure any information and data about copyrights, trademark rights or patents specified in RES.

6.6. Licensee may, within the framework of this License Agreement and in accordance with the selected license type, place data belonging to Licensee in RES if such does not violate the terms of this License Agreement and the laws of Kyrgyz Republic.

6.7. Licensee shall not modify RES.

6.8. Licensee shall independently ensure availability of equipment that meets the technical standards for using RES and accessing the internet.

6.9. Licensee warrants that Licensee has all the necessary rights for all the data, computer programs or services that are used by Licensee in connection with the use of RES, and that such actions do not violate third-party rights.

6.10. Licensee may not use RES in other ways (including copying, selling it or reselling access to it) other than those specified in this License Agreement.

6.11. Licensee shall use RES only for lawful purposes and by lawful means taking into account the laws of the European Union, the United States, and other countries where Licensee is located.

7. CONCLUSION & TERMINATION

7.1. The text of this License Agreement is a public offer (in accordance with Article 396 of the Civil Code of the Kyrgyz Republic). The text is offered to Licensee in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic. The text is a written offer by Licensors to conclude this License Agreement with Licensee for license to Real Estate Solution by means of acceptance of the offer by Licensee in accordance with Article 399 of the Civil Code of the Kyrgyz Republic. This License Agreement is a license agreement in accordance with Article 1042 of the Civil Code of the Kyrgyz Republic.

The written form of this License Agreement shall be deemed to have been complied with if the written offer to conclude the License Agreement is accepted by Licensee in the manner prescribed by Clause 3, Article 395 of the Civil Code of the Kyrgyz Republic (Clause 3, Article 399 of the Civil Code of the Kyrgyz Republic).

7.2. Acceptance of this offer involves payment of license fee for the right to use RES or connection of trial version of RES according to clause 5.2 of this offer. Acceptance of this offer means that Licensee has fully agreed with all the terms specified herein. Licensee may not use RES if Licensee does not unconditionally accept all the terms and conditions of this offer.

7.3. This License Agreement shall come into force and effect on the date of its signing and shall remain in full force until the obligations of both Parties hereunder (including exchange of necessary original documents) are fully fulfilled.

7.4. In all matters not regulated by this License Agreement, the Parties shall be guided by the current laws of the Kyrgyz Republic.

7.5. Licensors may unilaterally change the terms and conditions of this License Agreement by posting the revised text on Licensors' website (<https://amorealtor.com/>). The current version of this License Agreement shall always be available on Licensors' website.

7.6. Licensors may unilaterally terminate this License Agreement if Licensee breaches the terms and conditions hereof.

7.7. Upon termination of this License Agreement by any Party and on any grounds, Licensee and authorized users shall completely stop using RES and remove it from their Kommo account.

7.8. In case a competent court declares any provisions of this License Agreement invalid, other provisions of the License Agreement shall continue in force.

8. LIMITED WARRANTY & LIABILITY

8.1. RES is provided on an "as is" basis, and Licensors do not warrant that all of the functionality of RES will meet Licensee's expectations and can be applied for its specific purpose.

8.2. Licensors do not initiate and does not control the posting of any information by Licensee while using RES; Licensors do not influence the content and integrity of anything posted by Licensee; at the time of posting of the information, Licensors do not know and cannot know whether such violates the rights and interests of third parties protected by international agreements and by the laws of the Kyrgyz Republic.

8.3. If errors are detected while using RES, Licensors shall take all possible measures to fix them as soon as possible. The Parties agree that the exact time frame for fixing any detected error cannot be set because RES closely interacts with other third-party computer programs, operating systems and hardware resources of Licensee's computer; the working capacity of RES and the timeframe for fixing any emerging problem do not fully depend on Licensors alone.

8.4. Licensors do not warrant that the information, service or any other materials received through RES do not contain viruses and other harmful components and Licensors is not liable for direct or indirect damage caused to Licensee by errors, omissions, interruptions, delays in operation, deleted files and other defects in data transmission.

8.5. Licensors shall not be liable to Licensee:

8.5.1. For damages of any kind incurred by Licensee due to the disclosure, loss or inability to obtain Licensee's credentials. Any person who provides passwords and other confidential information required for identification of Licensee or who uses this data for authorization in RES shall be considered as Licensee's representative and acting on Licensee's behalf.

8.5.2. For any damage, any loss of income, profit, information or savings related to the use or inability to use RES, including in the event of prior notice from Licensee about the possibility of such damage, or by any third-party claim.

- 8.5.3. For unearned and lost profits, as well as for any indirect losses incurred by Licensee while using or not using RES.
- 8.5.4. For normal functioning of the Internet or its parts, and for Internet access for Licensee, as the Internet is a voluntary association of various networks and resources.
- 8.5.5. For any information, goods or service received through Licensor's resources and not being Licensor's services.
- 8.5.6. For change in the properties, functions and quality of RES provided to Licensee if such are not explicitly described in the License Agreement.
- 8.5.7. For the quality, integrity and absence of malicious components in a software used on Licensor's servers and other servers on the Internet or offered to Licensee, if such software was not developed by Licensor.
- 8.5.8. In case of failures in the operation of RES, which are related to failures and errors in the Kommo software, functionality update, change in settings made by its copyright holder.
- 8.6. To connect RES, Licensee shall provide true and complete information about Licensee's Kommo account and keep this information up to date. If Licensee provides incorrect or incomplete information, Licensor shall not be liable for the functionality or termination of access to RES.
- 8.7. In the event that Licensee commits actions prohibited by the provisions of this License Agreement, Licensor may take measures to detect and prevent such violations without explaining the reasons and without notifying Licensee.
- 8.8. Licensee is directly responsible for the content of RES, data created and maintained by Licensee. Licensor has no prior control over the content of information posted and/or distributed by Licensee. However, when the posting and distribution of such information run contrary to the law, Licensor may block or delete RES from Licensee's account, including all the data stored in RES without warning.
- 8.9. Licensee shall be solely responsible for all actions/inactions (as well as their consequences) within or with the use of RES in Licensee's account, including cases of voluntary transfer or non-compliance by third parties with confidentiality of account access data on any terms (including under contracts or agreements). In this case, all actions within or with the use of RES in Licensee's account shall be deemed to have been performed by Licensee, except for cases that occur after Licensor has been notified by Licensee of unauthorized use of RES in Licensee's account or of any breach (suspected breach) of the confidentiality of Licensee's password.
- 8.10. Licensee shall immediately notify Licensor of any unauthorized access to RES via Licensee's account. For security purposes, Licensee shall independently terminate work securely in the account (pressing the "Exit" button) at the end of each session of work in RES. Licensor shall not be liable for possible loss of data and for other consequences of any kind that may occur due to Licensee's violation of provisions of this part of the License Agreement.
- 8.11. Licensee shall be liable for violation of the terms of this License Agreement and for copyright infringement in accordance with the laws of the Kyrgyz Republic.
- 8.12. Licensor's liability for failure to fulfill Licensor's obligations under this License Agreement may not exceed the license fee paid by Licensee for the right to use RES.
- 8.13. All disagreements arising out of this License Agreement or in connection therewith shall be resolved through negotiations between the Parties. The receiving Party shall consider a letter of claim within 10 (ten) business days of receipt.
- 8.14. If the Parties are not able to resolve their disagreements through negotiations, such dispute shall be referred to a court of arbitration at Licensor's location.
- 8.15. Each of the Parties undertakes not to take any actions aimed at establishing labor (civil law) relations with employees who are in labor (civil law) relations with the other Party during the term of this License Agreement and 12 (twelve) months after its termination.
- 8.16. The Party that violated clause 8.15. of the License Agreement undertakes to pay compensation to the other Party equal to 12 (twelve) average monthly wages of such an employee, calculated based on the average earnings of the employee for the last 12 (twelve) months preceding the violation. The aggrieved Party sends a duly executed claim with the attachment of documents confirming the payment of labor to the address of the offending Party by e-mail with the mandatory sending of the originals of the documents specified in this License Agreement in the manner specified in this License Agreement. The infringing Party undertakes to pay compensation within 5 (five) working days from the date of receipt of the claim by e-mail.

9. CONFIDENTIALITY, PROCESSING AND USE OF PERSONAL DATA

9.1 By accepting the terms of this License Agreement, Licensee, in accordance with Law No. 58 about personal information dated April 14, 2008, acting freely, at Licensee's own will and in Licensee's own interest, expresses Licensee's consent to provide Licensee's personal data, including Licensee's name, surname, e-mail address, contact phone number, region, city, organization, and position for processing by Licensor.

9.2. Licensor shall take all necessary measures to protect the above Licensee's personal data from unauthorized access or disclosure.

9.3. Licensor shall perform the following actions with respect to the processing of personal data: collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, depersonalization, blocking, deletion and destruction.

9.4. Licensee's consent to personal data processing is valid for the entire duration of this License Agreement and throughout the use of RES by Licensee. **Licensee understands and agrees that in case this consent is withdrawn, Licensee loses the opportunity to use RES.**

9.5. Licensee may withdraw consent for personal data processing by contacting Licensor's technical support service via email at support@rocket.red.

9.6. Licensee agrees to receive advertising and information messages regarding the products and services of Licensor and its partners through the email address Licensee indicated when connecting to RES.

9.7. The Parties may disclose information about conclusion of this License Agreement and its terms, except for financial information, as well as transactions and agreements under which this License Agreement is concluded, to partners, clients and other persons, provided that such third parties sign a non-disclosure agreement (as a separate document or as part of another agreement), which guarantees the protection of confidential information by the third parties on terms not worse than those contained in this License Agreement.

10. ADDITIONAL PROVISIONS

10.1. This License Agreement comes into force upon acceptance by Licensee and shall remain in force until the Parties fulfill all their contractual obligations hereunder.

10.2. If the details, addresses or payment details of any Party change, that Party shall notify the other Party within 5 (five) business days from the date such changes become effective. The License Agreement shall remain in effect upon any change in the Parties' details, including the legal form of any Party.

10.3. Correspondence between the Parties in the course of executing this License Agreement may be done, including by means of electronic, fax communication or using an electronic document management system. The Parties may exchange other accounting documents, as well as other documents related to execution of this License Agreement, comments, letters, notices, messages.

10.4. A Party shall accept the messages and documents received from the other Party by e-mail and be guided by the information contained therein, regardless of whether such messages and documents are signed by electronic digital signature or not. The day following the date of sending shall be regarded as the day the message was received.

10.5. The Parties shall send each other the following documents by mail or through an electronic document management system:

- Acceptance of License, reconciliation statements.
- Claims, notices, agreements and official letters.

10.6. This License Agreement shall be executed in Russian and English. The Russian version shall prevail in case of any conflict or inconsistency among the two languages.

11. LICENSOR'S REGISTERED ADDRESSES

Sole Trader Kuznetsov Konstantin Vitalievich

Legal and postal address: Ibraimov str., 278, Bishkek, Kyrgyz Republic

Registration number: 20702198650055

E-mail: info@amorealtor.com, support@rocket.red

Sole Trader



Kuznetsov Konstantin Vitalievich