

# **LICENSE AGREEMENT FOR THE USE OF WIDGETS**

Revision of the document № 1 dated February 19, 2021.

Russian Federation, Rostov-on-Don city

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This document regulates the relations concerning the use of widgets for CRM-system "amoCRM" between the Limited Liability Company "AMGROUP AUTOMATION" (INN/KPP 6164133459/616401001; OGRN 1206100038341) on the one hand, and any fully capable person who agrees and accepts the terms of this document (concludes a license agreement) in the manner provided hereunder (hereinafter referred to as the Licensee).

If you do not agree with the terms hereof, please do not act to enter into a license agreement on the terms set forth herein.

## **1. TERMS AND DEFINITIONS**

Unless otherwise expressly provided for in the text of the Agreement, the terms used in the Agreement, including any appendices and additional agreements thereto, including those to be signed in the future, have the following meanings for the Parties to the Agreement

1. Widget - a software product (computer program) in the form of a widget for the CRM-system owned by the Licensor, intended for installation and use within the Licensee's Account in the CRM-system. Widgets, their functionality, and compatibility with a particular CRM-System are described on the Site in the "Widgets and Applications" section.
2. CRM-system is the "amoCRM 2.0" computer program owned by "amoCRM" JSC, which is an online customer relationship management, customer accounting system, which can be accessed at: <https://www.amocrm.ru/>.
3. Integration Section is a page (part of the page) of the Licensee's Account in the CRM-system, where the Licensee is given an opportunity to install a Widget in his Account in the CRM-system for subsequent use.
4. Trial Period - the period of time from the date of installation of the Widget in Licensee's Account during which Licensee is not charged a license fee for use of the Widget. The duration of the Awareness Period for each Widget is provided on the Site in the "Widgets" section.
5. Fee - the rate of the license fee for one (1) Licensing Period, determined depending on: the set of functional capabilities available within the Widget; the period selected by the Licensee for which access to the Widget is provided; the number of CRM-system users; other conditions specified in the description of the Fee. The description and rates of the Fees are provided on the Site in the "Widgets" section.
6. Account means the Licensee's section in the CRM-System, which is an information resource which is an aggregate of data of one copy of the CRM-System with a unique identifier by means of which program objects are grouped for their joint display and use by the Licensee within the CRM-System.
7. Reporting period is a period during the term of this Agreement equal to a calendar month. At that, the first Reporting Period is the time period from the effective date of this Agreement to the end of the first calendar month of the term of this Agreement, and the last Reporting Period is the time period from the start date of the calendar month in which this Agreement terminates to the date of the expiration or termination of the Agreement.
8. Licensing Period - the period of time for which the Licensee is granted the right to use the Widget under the terms and conditions of this Agreement, determined in accordance with the Tariff.
9. Website - the Licensor's website located at: <https://amgbp.ru/>.
10. Technical support - activities performed by the Licensor within the limits and scope set by the Licensor to ensure the operation of the Widget, including information and consulting support for the Licensee on the use of the Widget.
11. Agreement - a license agreement concluded on the terms and conditions set forth herein which regulates the relations between the Licensee and the Licensor regarding the use of the Widget selected by the Licensee.

Terms not defined in this section may be used in the text of the Agreement. In this case such term shall be interpreted in accordance with the text of the Agreement. If there is no unambiguous interpretation of a term in the text of the Agreement, the interpretation of the term defined in accordance with the legislation of the Russian Federation shall be followed.

## **2. SUBJECT MATTER OF THE AGREEMENT**

1. The Licensor grants the Licensee the right to use the Widget selected by the Licensee within one Licensee's account in CRM-System on a paid basis (except for the Introductory period) under a simple (non-exclusive) license.
2. Licensee may use the Widget in the following ways:
  - Install the Widget selected by the Licensee in one of his accounts in CRM-System (from the Licensee's account with administrator rights).
  - Access the installed Widget through his account in CRM-System and to reproduce the graphic part (working interface) of the Widget in his account in CRM-System around the clock.
  - Use all available functionalities of the Widget.
3. The Widget is provided to the Licensee on "As is" terms. At the same time the Licensor does not guarantee to the Licensee that the functionality of the Widget will fully meet the expectations, needs and perceptions of the Licensee.
4. The Licensee has no right to grant sub-licenses to use the Widget.
5. The Licensee understands that in order to use the functionality of the Widget within the Licensee's Account it is necessary to connect the Widget to the Licensee's Account. The instructions for connecting the Widget, the procedure for the Licensee and the Licensor, as well as the list of data required by the Licensor for connecting the Widget (including name, phone number, contact e-mail address) are given on the Site in the section "Widgets". The risk of failing to provide the information and data required to connect the Widget to the Licensor shall be borne by the Licensee. The Licensor does not charge any fee for connecting the Widget.
6. The contract for the use of a particular Widget under the conditions set out herein shall be deemed to have been concluded from the moment the Widget is installed in the Licensee's Account.

## **3. INTELLECTUAL PROPERTY**

1. The Widget is the intellectual property of the Licensor and the Licensor has all the rights provided by the current legislation in relation to the Widget. Some elements of the Widget may not be the intellectual property of the Licensor, and the Licensor has all the rights necessary to grant the Licensee the rights provided for in this Agreement.
2. The Contract does not grant the Licensee the right to:
  - Modify, revise, create derivative software products based on the Widget.
  - Try in any way to bypass technical means of Widget's protection.
  - Produce reverse engineering, decompile, deassemble Widget, except in cases when such actions are allowed in accordance with the current legislation of the Russian Federation.
  - Provide the Widget for rent, lease and/or temporary use of third parties.
  - To use the Widget beyond the rights granted to the Licensee under this Agreement.
3. Under this Agreement the Licensor does not provide the Licensee with any kind of access to the source code of the Widget.
4. Any use of the Widget other than that permitted under the terms of this Agreement, or if the Licensor explicitly agrees to such use, is prohibited.

## **4. LICENSE GRANTING AND TERMINATION/TECHNICAL SUPPORT**

1. The license shall be deemed granted at the time the Widget is installed in the Licensee's Account.
2. Upon expiration of the Evaluation Period, access to the Widget shall be terminated and shall be renewed only upon payment in full by Licensee of the License Fee for one (1) full License Period, determined in accordance with the Licensee's selected Fee Schedule.
3. The Licensee acknowledges that before the moment of payment of the license fee for the use of the Widget, the Licensee has fully studied and understood the functional and other features of the Widget, has familiarized himself with the demonstration materials about the Widget operation, posted on the Website.
4. The license for the Widget is valid during the Evaluation period. Outside the Evaluation Period, the term of the license shall be determined by the Licensee's selected Fee Schedule, but in any case, it begins to run from the moment the full amount of the license fee for 1 (one) full Licensing Period, determined in accordance with the Fee Schedule selected by the Licensee, is credited to the current account of the Licensor.

5. If within one (1) business day after the end of the paid Licensing Period the payment for the next Licensing Period is not received in Licensor's current account, Licensor may terminate Licensee's access to the Widget. Access to the Widget may be resumed when the License Fee for the new Licensing Period is received in Licensor's current account. In case of absence of payment of the license fee within sixty (60) calendar days from the end of the paid Licensing Period, the Licensee may terminate the granted license and terminate the Agreement unilaterally by notifying the Licensee by e-mail, which address is provided by the Licensee in accordance with clause 2.6. above.
6. The Parties have agreed that if there are no complaints from the Licensee within 5 (five) working days from the end of the next Reporting period related to the scope of the granted rights and/or Widget operation, the Widget and the right to use it during the Reporting period shall be considered as provided without any violations, and the Licensee has no claims against the Licensor with regard to such use.
7. Technical support is provided on issues related to the functionality of the Widget, as well as the peculiarities of using the Widget on standard configurations, supported operating and other systems in the order and on terms by e-mail [help@amgbp.ru](mailto:help@amgbp.ru), or via messenger "Whatsapp" (<https://api.whatsapp.com/send/?phone=74996775286>). Technical support is provided without charging any fees.
8. Term of consideration of the request for Technical Support: up to 7 (seven) working days.
9. The answer to the request shall be sent in the same way as received from the Licensee (by email or by messenger "Whatsapp").
10. In order to provide Technical Support, the Licensor shall have the right to request additional information from the Licensee concerning the Licensee's account data, technical characteristics of the equipment used by the Licensee and other information necessary to provide Technical Support and/or accesses to the CRM-system and other services used by the Licensee with which the Widget interacts. In case of failure to provide such information, as well as clarifications requested by Licensor, within one (1) business day from the date of Licensee's request, or if Licensee does not contact you, the request for Technical Support is considered irrelevant and Technical Support is considered to be provided in full.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. Licensor shall:
  - Ensure that the Widget performs the declared functionality.
  - At the Licensee's request and upon receipt from the Licensee of the information required to connect the Widget, perform the work to connect the Widget to the Licensee's Account.
  - At the Licensee's request and within a reasonable time provide the Licensee with Technical support regarding the use of the Widget within the CRM-system.
2. Licensor may:
  - Require Licensee to pay the license fee provided for in the Agreement.
  - Without prior notice to the Licensee to make changes to the Widget from time to time (modify the Widget, its separate modules, elements, etc.), to release new versions of the Widget, to add new or remove existing functions (functionalities) from the Widget.
  - In case the number of users of the CRM- system on the Licensee's side does not correspond to the number of users, on the basis of which the license fee is calculated in accordance with the Licensee's Tariff, the Licensor has the right to block the Licensee's use of the Widget, if by the end date of the paid License Period, the Licensee does not pay for the use of the Widget based on the new number of users.
3. Licensee shall:
  - Pay the license fee for use of the Widget in a timely manner.
  - Observe the Licensor's rights with respect to the Widget and all its elements.
4. The Licensee has the right to:
  - Change the selected Tariff. The new Fee shall apply as of the next Licensing Period.

## **6. LICENSE FEE AND PAYMENT PROCEDURE**

1. For the right to use the Widget, the Licensee shall pay to the Licensor the license fee established for the use of the Widget selected by the Licensee. For each Widget installed by the Licensee within each Licensee's Account, a separate and distinct license fee is charged.
2. The amount of the license fee for a particular Widget is determined by the applicable Fee applicable to such Widget.
3. The license fee shall be paid by the Licensee by bank transfer on the basis of the invoice issued by the Licensor, or in any other way proposed by the Licensor (including payment by bank card). The Licensee

agrees to receive a cashier's check upon payment of the Licensing Fee to the email address communicated by the Licensee to the Licensor in accordance with clause 2.6. above.

4. Payment of the license remuneration shall be made by bank transfer in Russian rubles.
5. The license fee is not subject to VAT in connection with the Licensor's application of the simplified taxation system.
6. No refund of the license fee paid by the Licensee hereunder shall be permitted under any circumstances.

## **7. EFFECT AND PROCEDURE OF MODIFICATION/TERMINATION OF THE AGREEMENT**

1. The text of this Agreement shall be permanently posted by Licensor on the Internet at: <https://amgbp.ru/>.
2. The Agreement shall enter into force for the Licensee and the Licensor with respect to the Widget selected by the Licensee from the moment such Widget is installed in the CRM-system.
3. The Licensor may amend the terms of the Agreement at any time, at its sole discretion and unilaterally. If the Agreement is amended, such amendments shall enter into force from the moment the amended text of the Agreement is posted on the Website, unless another period for the amendments to enter into force is specified additionally during such posting.
4. By accepting the terms of the Agreement, the Licensee agrees and acknowledges that changes in the text of the Agreement posted on the Website entail the introduction of these changes in the Agreement concluded and in force between the Licensee and the Licensor, and these changes in the Agreement come into force simultaneously with such changes in the text of the Agreement.
5. The Licensee undertakes to regularly monitor the relevance of the Agreement, its individual provisions (as well as any information messages that the Licensor brings to the Licensee's attention) and has the right, in case of disagreement with any of the provisions of the Agreement (in an amended form), to terminate the Agreement unilaterally, by notifying the Licensor about this. Continued use of the Widget after the publication of the new version of the Agreement means the Licensee's full and unconditional consent and acceptance of the Agreement in the amended form.

## **8. LIABILITY AND LIMITATION OF LIABILITY**

1. Unless otherwise provided for in the text of the Agreement the Parties shall be liable in accordance with the current legislation of the Russian Federation and the Agreement.
2. The Licensee understands that the Widget is provided on "As Is" terms. The Licensor does not guarantee that the Widget, and/or its operation (functionality / features) will meet the expectations and/or requirements of the Licensee, will work reliably and without errors. The Licensee uses the Widget at his own risk.
3. The Licensee understands and accepts that the Licensor is not responsible for the content of the information entered and processed by the Licensee within the Widget, is not responsible for the decisions made by the Licensee in connection with such information, as well as for their consequences, and is not responsible for any other interaction of the Licensee with the Widget, as well as for the consequences of such interaction.
4. The Licensee understands that the Licensor is not responsible for the performance of the Licensee's hardware or other software used by the Licensee to access the Widget.
5. Any liability of the Licensor under this Agreement is limited to actual damages only, and the maximum amount of the Licensor's aggregate liability may not exceed 3,000 (three thousand) rubles.
6. Except for the guarantees expressly specified in this Agreement, the Licensor does not provide the Licensee with any other direct or indirect guarantees under this Agreement with respect to the Widget or its functionalities.
7. The Parties are exempted from responsibility for full or partial non-fulfillment of their obligations under the Agreement in case of force majeure circumstances (natural disasters, acts of war, decisions of public authorities, changes in legislation directly affecting the legal relations of the Parties under the Agreement, etc.).
8. Upon the occurrence of force majeure circumstances, the Party for which it has become impossible to perform its obligations under the Agreement shall notify the other Party in writing of the occurrence of the circumstances no later than three (3) calendar days after their occurrence.
9. The occurrence of the circumstances specified in clause 8.7. above shall prolong the period of performance of contractual obligations for a period which generally corresponds to the duration of the occurred circumstance and a reasonable time for its elimination.

10. The Licensor shall not be liable under any circumstances for the actions/inaction of the administrator or the right holder of the CRM-system, if as a result of such actions/inaction the Licensee's use of the Widget is restricted or becomes impossible.
11. The Licensor also bears no responsibility in case of the Widget's inoperability due to the technological failure of the public communication channels through which the access to the DDC-system is provided, or loss of access to the Internet, or inoperability of the servers (hosting) where the server component of the Widget is located - until the failure is eliminated or access is restored, respectively.

## **9. EXCHANGE OF DOCUMENTS AND INFORMING THE PARTIES**

1. All the documents, notices, requests, demands and other communications under the Agreement and its performance shall be deemed duly sent if they are in writing, signed by an authorized representative of the Party, and delivered personally or sent via courier service or by mail with return receipt requested to the addresses specified in Section 11 of the Agreement.
2. The Parties have the right to use electronic document flow for signing of documents; notices, requests; demands and other messages under the Contract with application of reinforced qualified electronic signature (hereinafter referred to as "EDI") that meets the requirements of Federal Law No. 63-FZ "On Electronic Signature" dated 06.04.2011 (hereinafter referred to as "ES").
3. The documents shall be drawn up in the form of an electronic document signed by ES. At that, each of the Parties may request hard copies of the Documents drawn up in the form of electronic documents, and the other Party shall be obliged to provide the requested documents in hard copy no later than 10 (ten) business days after receipt of such request.
4. The exchange of documents in electronic form via telecommunication channels shall be performed through the electronic document management operator - the organization providing the exchange of public and confidential information via telecommunication channels within the system of legally significant electronic document management in accordance with the applicable laws of the Russian Federation.
5. To exchange documents:
  - Licensor will use SBIS (operator LLC "Company "Tensor", INN 7605016030, website: <https://sbis.ru>) or other electronic document management system, the name of which will be communicated to Licensee additionally.
  - Licensee shall notify Licensor of the electronic document management system used by Licensee additionally.
6. Each Party shall ensure the validity of its ES certificate throughout the term of the Agreement.
7. The electronic documents shall be deemed to be equivalent to the paper documents signed by the handwritten signature of the authorized representatives of the Parties, provided that the electronic documents are signed by the ES of the authorized persons of the Parties.
8. The electronic document signed with the help of ES shall be deemed equivalent to the similar handwritten document signed on paper and give rise to legal consequences for the Parties in the form of establishment, change and termination of mutual rights and obligations, provided that the following conditions are observed 1) validity of the ES certificate, by means of which this electronic document is signed, as of the date of signing the document is confirmed; 2) a positive result of verification of belonging to the owner of the qualified ES certificate, by means of which this electronic document is signed, is received; 3) absence of changes introduced into this document after its signing is confirmed.
9. The Parties shall inform each other about the impossibility to exchange electronically signed documents in case of technical failure of the Party's internal systems. In this case, during the period of such temporary failure, the Parties shall exchange the documents in hard copy with handwritten signature of the authorized representative of the Party.
10. The Parties may correspond with respect to performance of this Agreement by means of exchange of e-mails using the mailboxes of the Parties. In this case for correspondence the Licensor shall use the e-mail address specified in section 11 of the Agreement, and the Licensee shall use the e-mail address communicated to the Licensor in accordance with clause 2.6 above.
11. In case of changes in his contact details (including the email address used to communicate with the Licensor) the Licensee shall notify the Licensor not later than two (2) days from the date of such change.
12. By entering into this Agreement, the Licensee agrees to:
  - 1) to receive by e-mail or telephone, indicated by the Licensee in accordance with clause 2.6. 1) receiving promotional and informational messages regarding the products and services of the Licensor and its partners, indicated by the Licensee in accordance with clause 2.6 of the Agreement.
  - 2) posting information about the Licensee on the Website indicating that the Licensee is a customer of the Licensor (or a user of the Widget).

The Licensee may refuse to receive such messages at any time by clicking on the "unsubscribe" button in an email or by calling the Licensor's telephone number specified in section 11 of the Agreement, in addition, the Licensee may request the removal of information about the Licensee from the Website by sending a corresponding letter to the Licensor's email address: [help@amgbp.ru](mailto:help@amgbp.ru).

## **10. OTHER CONDITIONS**

1. In all other cases not stipulated by this Agreement, the provisions of the applicable laws of the Russian Federation shall apply.
2. If a Party receives from the other Party personal data on the subjects of personal data (including employees of the Parties and clients of the Parties) in connection with the fulfillment of obligations under this Agreement, the Parties shall ensure confidentiality and security of personal data received in connection with their processing, keep such personal data no longer than the purpose of their processing and destroy them upon achievement of the processing purposes or in case of loss of necessity in their achievement, if necessary, upon request of the other Party.
3. Party, which received personal data on subjects of personal data from the other Party in connection with the execution of this Agreement, shall have the right to use such personal data solely for the purposes of performance of obligations of the Parties under this Agreement.
4. By entering into this Agreement, the Licensee agrees to transfer to the Licensor any rights and obligations arising from this Agreement to any third party at any time. Thus, the Licensor is not required to obtain any other consent from the Licensee to transfer to any third party the Licensor's rights and obligations arising from this Agreement.
5. The Licensee may not, without the Licensor's consent, transfer its rights and/or obligations arising from the Contract to any third party.
6. The Agreement, as well as the documents referred to in the text of the Agreement, constitute the entirety of the parties' agreements regarding the legal relations arising from it.
7. If one or more provisions of the Agreement/Offer are invalid or unenforceable for any reason, such invalidity shall not affect the validity of any other provisions of the Agreement/Offer which shall remain in force.

## **11. DETAILS AND CONTACT INFORMATION OF THE LICENSOR**

AMGROUP AUTOMATION LLC

INN / KPP 6164133459/616401001

REGISTRY NUMBER 1206100038341

Registered address

KRASNOARMEYSKAYA STR., 168/99-RURAL COMMUNITY 50 ROSTOV-NA-DONU, RUSSIA

Beneficiary bank LLC «BANK TOCHKA»

Bank identifier code 044525104

Account number 40702810302500087945

Correspondent account 30101810745374525104

Requests about the terms and conditions of this Agreement shall be accepted at the e-mail address [info@amgbp.ru](mailto:info@amgbp.ru).

Appeals regarding Technical Support shall be accepted at the e-mail address [help@amgbp.ru](mailto:help@amgbp.ru).