

## **Non-exclusive license agreement (offer)**

Terms of use of products of the DSS Digital Smart Systems brand, Personal Account (web interface of the service and service management system) on the website [www.dss.group](http://www.dss.group).

The contract is valid in accordance with Article 435 of the Civil Code of Russian Federation.

**Digital Smart Systems Limited Society**, represented by the Director Kirst Konstantin Wolfgangovich acting on the basis of the Charter, hereinafter referred to as the “Licensor”, on the one hand, and any capable individual (who has reached the age of majority) who has purchased the Products on the license, hereinafter referred to as the “Licensee”, on the other hand, taking into account that:

1. The Licensor is the owner of all developed computer programs and web sites of the domain [www.dss.group](http://www.dss.group), and its subdomains.
2. The Licensee wishes to purchase on conditions of this Agreement the license to use the invention(s), in order to apply, offer for sale, sell and otherwise introduce into the economic turnover of the product made on the basis of the said invention(s).

They agreed on the following:

### **1. Definitions of terms.**

The following terms that are used in this agreement mean:

- 1.1. “Patents” — patents obtained by the Licensor, as well as patents that will be obtained from applications for inventions already filed to Rospatent.
- 1.2. “Products & Benefits” — educational trading (with different configurations and capabilities).
- 1.3. “Confidentiality” — compliance measures to prevent the accidental or intentional disclosure of confidential information (know-how) concerning patents to third parties.
- 1.4. “Territory” — regions according to the political and administrative division of the countries in the whole world.
- 1.5. “Payments” are payments which suppose that all possible taxes and fees are paid in a manner not inconsistent with applicable law.

### **2. Subject of the contract.**

- 2.1. The Licensor grants the Licensee for a fee paid by the Licensee a non-exclusive license to use software products and inventions. At the same time, the Licensee is entitled to:

— apply, offer for sale, sell and commercialize under a license on the Territory. The Licensor retains the right to use the above inventions themselves and sell non-exclusive licenses on the Territory to third parties.

2.2. The Licensor transfers the Licensee necessary and sufficient for use of the inventions according to clause 2.1. technical and other documentation, provides technical and other assistance.

### **3. License selling by the Licensee.**

3.1. The Licensee, having obtained non-exclusive rights, has the right to sell products and the right to use the license on behalf of the Licensor as an agent (representative).

3.2. The Licensee has the right to claim for agent remuneration only if he or she agrees (accepts) the agency contract on the website [www.dss.group](http://www.dss.group).

3.3. The Licensee may offer to new partners the acquisition of only non-exclusive rights of the product. Change of ownership is impossible in any case.

### **4. Improvements and upgrades.**

4.1. During the term of this Agreement, the parties undertake to immediately inform each other about all the improvements and upgrades made by them regarding patents or products under license and specialty products.

4.2. Parties undertake in the first place to offer each other all of the above developments and improvements. The terms of the transfer of these improvements and enhancements will be further agreed by the parties. Improvements and upgrades protected by patents of the Russian Federation, or in respect of which applications are filed with Rospatent for obtaining patents that are created by one of the parties, are considered to belong to the Licensor. In case of Licensor's refusal or non-response to the Licensee's proposal regarding the use of improvements and developments, the Licensee is not entitled to propose improvements and upgrades to third parties.

### **5. Obligations and Responsibilities.**

5.1. The Licensor declares that at the time of signing this Agreement, he or she is not aware of the rights of third parties that could be violated by the provision of this license.

5.2. The Licensor states that the products are licensed by the Licensee and that it is possible to achieve the targets under the terms of this Treaty, provided that Licensee fully complies with the technical conditions and instructions of the Licensor.

5.3. The Licensee undertakes to use the products under license in full compliance with the received technical documentation and the instructions of the Licensor in terms of inventions.

5.4. This agreement does not require registration with Rospatent.

5.5. The amount of compensation for damages and contractual penalties that one party may declare for various violations of the terms of this Agreement, may not altogether exceed the amounts received or paid under Article 7 of the Agreement, unless otherwise agreed by the parties.

### **6. Technical assistance in learning the skills of using the license under the Agreement.**

6.1. To provide technical assistance to the Licensee in mastering products under a license, as well as to train the Licensee on methods and techniques for using and applying products under a license, the Licensor offers consulting and training services on the Internet site [www.dss.group](http://www.dss.group).

6.2. The Licensor, at all discretion in time and city, organizes events, presentations and consultations.

6.3. The Licensor has the right to independently organize events, presentations, consultations, on Territories and on time for their own. All costs associated with such activities are borne by the Licensee.

## **7. Payments.**

7.1. For granting the rights stipulated in this Agreement, the Licensee pays the Licensor the cost according to the selected tariff in his or her personal account on the website [www.dss.group](http://www.dss.group).

7.2. Tariffs have a limited validity equal to one calendar year. Depending on the Licensee's wish, the license can be purchased for the next period, subject to the corresponding payment.

7.3. For payment, a secure service of the payment system or partner bank is provided in the Licensee's personal account.

7.4. In case of return of cash, the return will be made to the card details with which the license was paid.

7.5. After the expiry of the tariff or present contract, its provisions will be applied until payments are finally regulated, which arose during the period of validity.

## **8. Protection of privacy.**

8.1. The parties undertake to observe confidentiality received from the Licensor of technical documentation and information relating to the use of products under license. The parties will take all necessary measures to prevent the full or partial disclosure of such information or familiarization of them with third parties without mutual agreement.

8.2. Only those persons from the Licensee and its partners who are directly connected with the use of the products of the license will be informed of the transmitted documentation and information.

8.3. In case that the Licensee or his/her partners disclose the information contained in the said documentation and information, the Licensee will reimburse the Licensor in connection with subsequent losses.

## **9. Protection of Transferable Rights.**

9.1. Throughout the term of this Agreement, the Licensee will not challenge the Licensor's patents or contribute to this.

9.2. The Licensor undertakes to keep patents in force throughout the term of this Agreement. If the Licensor intends to stop maintaining the patents in force or assign the third party to the patent, he informs the Licensee in advance about it.

9.3. On cases of unlawful use by third parties of inventions protected by the Licensor's patents on the Territory that became known to the Licensee, he will immediately notify the Licensor.

In the event that the Licensee has claims or lawsuits regarding its violation of the rights of third parties in connection with the use of the license hereunder, the Licensee will notify the Licensor accordingly.

In both cases, the Licensor undertakes to settle such claims or take other actions that exclude the occurrence of costs and damages for the Licensee.

#### **10. Promotion**

Licensee undertakes reported in the corresponding promotional materials, as well as products under license that the products are used by the Licensor of the license. When the Licensee uses the Licensor's trademark, the first is also obliged to indicate the right holder.

#### **11. Discharge.**

11.1. In the event of a dispute between the Licensor and the Licensee on matters covered by this Agreement, the parties will take all measures to resolve them through negotiations between them.

11.2. If it is impossible to resolve these disputes by negotiation, they must be resolved in court.

#### **12. Validity of the Treaty.**

12.1. This Agreement is concluded for one calendar year and enters into force from the date of its adoption by the Licensee (acceptance / signing).

12.2. Each of the parties will notify the other party via e-mail of its intention to terminate this Agreement ahead of time if the other party does not fulfill any condition of this Agreement.

12.3. If this agreement is terminated early due to the Licensee's failure to fulfill its obligations, it will be deprived of the right to use the inventions under clause 2.1. in any form.

12.4. Upon the expiration of this Agreement, the Licensee has the right to use the invention of the Licensor in accordance with paragraph 2.1., if it makes a payment for a new period (one calendar year) in accordance with paragraph 7 of this Agreement.

At the same time, the confidentiality obligation remains.

#### **13. Other conditions.**

13.1. The rights and obligations of each of the parties under this Agreement may not be assigned to another citizen or legal entity without the written permission of the other party, except as otherwise provided for in this Agreement.

13.2. All changes and additions to this Agreement must be made in writing and signed by the authorized persons and approved by the competent authorities, if such approval is necessary.

13.3. In all other respects that are not stipulated by this Agreement, the norms of civil and civil procedure law of the Russian Federation will be applied.

#### **LLC "DIGITAL SMART SYSTEMS"**

125009, Moscow, st. Vozdvizhenka, 7/6, building 1, room 6.

Primary State Registration Number: 1187746916532

TIN/RRC: 7704464308 /770401001

Transactions account: 40702810801500028531

Public corporation TOCHKA BANK "FK OTKRYTIE" Moscow

Correspondent account: 30101810845250000999

RCBIC: 044525999

[WWW.DSS.GROUP](http://WWW.DSS.GROUP)

---