

LICENSE AGREEMENT

Last Updated: 30 March 2020

This License Agreement, as amended from time to time (hereinafter the “**Agreement**”), sets out terms of the contract between any customer of our Services as defined below (hereinafter the “**Licensee**”), and **Uralinnovatsia LLC, d/b/a Twin 24**, a company duly incorporated in Russia, company registration number 1169658110324, having its registered address at rab 1, office 1463, 42-1, Boulevard Bolshoi, Moscow, Russia (hereinafter “**Licensor**”). This Agreement is the binding contract between the Licensee and the Licensor.

This Agreement is a public offer as defined in Article 437 of the Civil Code of the Russian Federation. By downloading, installing the Twin Service (as defined below) and/or instructing the Licensor to provide services, as per Articles 437 and 438 of the Civil Code of the Russian Federation the Licensee fully and irrevocably accepts this Agreement on the terms and conditions set out below. Use of the Service on other terms and conditions is not allowed. If the Licensee does not agree to be bound by this Agreement, the Licensee shall not use the Services. This Agreement, concluded by acceptance of this offer, does not require bilateral signing and is valid in electronic form.

This Agreement shall be deemed concluded as of the date when the Licensee downloads, installs the Twin Service and/or orders the Services under this Agreement, and will continue until terminated as described below (the “**Term**”). This Agreement is applicable to the Licensee irrespective of whether the Licensee uses the Twin Service on or through the Licensor’s website <https://twin24.ai> and/or through other legal means (e.g. when you enquiry the Twin Service by email and enter into direct legal relationships with us).

1. DEFINITIONS

1.1 The following capitalized terms will have the following meanings whenever used in this Agreement:

“**Applicable Law**” means all applicable constitutions, treaties, statutes, laws, ordinances, rules, regulations, directives, administrative requirements, codes, edicts, judgment, injunctions, decrees, orders, by-laws or any similar item of any governmental authority, self regulatory organisation, having force of law in Russia, the United States of America, the United Kingdom, the European Union or other relevant jurisdiction as applicable. For the avoidance of doubt, “**Applicable Laws**” includes laws and regulations governing consumer laws, privacy compliance, advertising and marketing rules, telemarketing sales rules.

“**Order**” means a purchase order under this Agreement that specifies the Services, Twin Service and its modules, and any additional terms related to the work performed.

“**Reporting period**” means a period equal to one calendar month. If the beginning of provision of the Service is not on the first day of a calendar month, the Reporting Period shall mean the period of provision of the Service starting at 00:00:00 Moscow time of the day of beginning of provision of Services and ending at 23:59 minutes Moscow time of the last day of the same calendar month. If the termination of provision of the Service is not on the last day of a calendar month, the Reporting Period shall be a period of the Service provision starting at 00:00:00 Moscow time of the first day of a calendar month or a day of beginning of Service provision and ending at 23:59 Moscow time of the day of termination of Service provision of the same calendar month.

“**Right to use the Twin Service**” means the right to access and use the Twin Service (in whole or in part) on the basis of the standard (non-exclusive) license granted by the Licensor to the Licensee under this Agreement by way of implementation of the Twin Service’s functions, which depend on quantity of modules selected by

the Licensee and utilised server capacity.

“**SMS (Short Message Service)**” means short message service which enables to send and receive short text messages on mobile phones of mobile and landline networks, including GSM standard.

“**TWIN Service**” means software (including a part of programs, procedures, rules), using a software package using a neural network that allows the licensee to perform the Licensee's tasks depending on system requirements and the number of selected modules, which are available in the Twin Service at the date of signature of this Agreement and/or which will be included in the Twin Service by the Licensor within the term of this Agreement. The Twin Service is located at: <https://twin24.ai>.

2. CHANGES TO THIS AGREEMENT

2.1 The Licensor is entitled to review and change this Agreement at any time and at its sole discretion. The revised version of the Agreement is effective immediately, unless otherwise specified. When changes come into effect, the revised Agreement shall supersede the previous version of the Agreement. The Licensor will notify the Licensee using contact details provided by the Licensee if any change comes into effect.

3. SUBJECT OF THE AGREEMENT

- 3.1 In accordance with this Agreement, the Licensor performs the following services (the “Services”):
- maintenance and support of the Twin Service for formation and sending of electronic messages by the Licensee to the operator through the system. This service includes the Right of the Licensee to access the Twin Service to organize and technologically support the transmission, reception and processing of electronic messages containing information and / or promotional materials generated and sent by Licensee. Provision of information and technical service: traffic processing and technical support.
 - provision of Twin Service to the Licensee of speech recognition and synthesis technology including: receiving and processing of voice information using speech recognition and synthesis technology.
 - notifications and chat bot.
- 3.2 The Licensor shall be entitled to engage any third parties for the provision of the Services under this Agreement.

4. LICENSE GRANTED

- 4.1 Subject to the terms and conditions contained in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable right and license to (i) install the Twin Service on computer hardware that is owned and operated by or on behalf of the Licensee, and (ii) use the Twin Service during the Term of this Agreement, solely for Licensee's business use and in accordance with the applicable restrictions and conditions contained in this Agreement; both subject to the capacity limitations set forth in the Order/applicable tariffs based on selected modules and only to the extent permissible under the Applicable Laws. Any and all rights not expressly granted by Licensor to Licensee are reserved by Licensor, and all implied licenses are hereby disclaimed. Licensee shall not exceed the scope of the license granted hereunder.
- 4.2 During the Term of this Agreement, the Licensee shall be entitled to install any new updates or releases made available to the Twin Service. However, if the Licensee is in breach of this Agreement, the Licensor shall not be obligated to provide any Twin Service releases to the Licensee.
- 4.3 The Licensee shall not (i) assign, modify, create derivative works of, sublicense, market, copy, co-

brand, private label, grant third-parties the right to use, frame or link to the Twin Service or any portion thereof, or (ii) sell, lease, loan, rent, distribute, convey, publish, publicly display or otherwise transfer, or pledge as security or otherwise encumber, any rights and the license granted hereunder with respect to the Twin Service or any portion thereof. The Licensee shall not reverse engineer, decompile, reverse compile, translate, adapt or disassemble or in any way attempt to reconstruct or discover any source code or algorithms of the Twin Service, or any portion thereof, by any means whatsoever. The Licensee shall not cause, assist or permit any third-party to do any of the foregoing.

- 4.4 The Licensor informs the Licensee that according to the Article 1262 of the Civil Code of the Russian Federation the right holder (the Licensor) of a computer program and database may at his option register such program or database at the official authority. The Licensor notifies the Licensee that such official registration of the Twin Service has not been conducted.
- 4.5 The Licensee acknowledges and agrees that, as between the Licensee and the Licensor, the Licensor or its subsidiaries owns and shall continue to own all right, title, and interest in and to the Twin Service and Services, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant the Licensee any ownership interest in or to the Twin Service and Services, but only a limited right and license to use the Twin Service and Services in accordance with the terms of this Agreement and each applicable Order.
- 4.6 Unless otherwise agreed by the parties in writing, all other ancillary services, such as implementation services, training services, professional services, maintenance services, shall be governed solely by a separate written services agreement entered between the parties.
- 4.7 The Twin Service is granted to the Licensee on an “as is” basis in accordance with the international principles and practice. This means that the Licensor shall not be liable for any errors that may occur during access, maintenance, support and use of the Twin Service (including compatibility issues with other program products (packages, drivers, etc.), non-compliance of results of the use of the Twin Service with the Licensee’s goals, etc.), upon condition that the Licensor has taken all necessary actions to prevent and eliminate technical problems, malfunctions preventing the access and/or use of the Twin Service by the Licensee in accordance with this Agreement in cases when such technical problems, malfunctions occurred by the fault of the Licensor or third parties engaged by the Licensor to create and/or provide the Twin Service support and /or execute this Agreement. The Twin Service cannot be used in information systems operating in dangerous environment or in life support systems in which any problem in the Twin Service may be life hazard or entail major financial losses.

5. PROPRIETARY RIGHTS

- 5.1 The Licensee shall not acquire, by virtue of this Agreement, any right or license other than as expressly provided herein. The Licensee shall not reproduce the Twin Service, Services or other confidential or proprietary information of the Licensor, except as provided in this Agreement. All proprietary rights in and to the Twin Service, Services or other confidential or proprietary information of the Licensor, all derivatives, translations, modifications, adaptations, improvements, enhancements or developments thereof and all confidential or proprietary information of the Licensor, including without limitation, all rights under and with respect to patents, copyrights, trademarks and rights under the trade secret laws of any jurisdiction shall remain the sole property of the Licensor or its applicable licensor, whether recognized by or perfected under the Applicable Laws. The Licensee shall promptly notify the Licensor of any infringement of the Licensor’s proprietary rights of which it becomes aware.
- 5.2 All content of the Licensee shall be the property of the Licensee and the Licensor shall not use such

content during the term and after termination of this Agreement.

6. RIGHTS AND OBLIGATIONS OF THE LICENSEE

- 6.1 The Licensor is committed to fully comply with advertising and marketing rules, telemarketing sales rules of the relevant jurisdiction in which services are provided, including Federal Trade Commission Protecting America's Consumers. We expect that the Licensee will take any and all necessary steps to comply with these rules and ensure that the Licensor will not violate such rules as a result of the Licensee's use of the Services and Twin Service.
- 6.2 The Right to use the Twin Service is conditional upon the full compliance with the following:
- 6.2.1 the Licensee shall fully comply with this Agreement, Licensor's Terms of Service as well as all Applicable Laws;
 - 6.2.2 the Licensee shall provide full, valid and accurate name/company name, contact details reasonably requested by the Licensor for the purpose of this Agreement and update such information in case of any change;
 - 6.2.3 the Licensee shall not use the Services for any purpose that is unlawful or prohibited by this Agreement and all Applicable Laws.
- 6.3 Further, the Licensee agrees not to:
- 6.3.1 distribute any confidential and protected information under the Applicable Laws using the Twin Service.
 - 6.3.2 make any messaging which violates the Applicable Laws, including any messaging which contains:
 - a) Spam or spam promotion;
 - b) False information;
 - c) Offensive language;
 - d) Malicious or counterfeit software;
 - e) Racial, religious, sexual discrimination content;
 - f) Copyright material and trademark of third parties used without the right holder's consent;
 - g) Pornographic materials.
 - 6.3.3 violate the rights of third parties, including minors, and/or harm them in any form.
 - 6.3.4 impersonate another entity or representative of any company and/or community without sufficient rights, including employees of the Licensor.
 - 6.3.5 distribute information, in the absence of rights to such actions under Applicable Law or any contractual relationship.
 - 6.3.6 make available any materials containing viruses, bots or other code, files or programs designed to interfere, hinder or impair the operation of any computer, telecommunication equipment or software.
 - 6.3.7 damage, disable, overburden or impair the Twin Service, or interfere with any other party's use and enjoyment of the Twin Service.

- 6.3.8 gain unauthorised access to the Twin Service, computer systems or networks connected to the Twin Service by any means.
 - 6.3.9 use the Twin Service to upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
 - 6.3.10 where required by the Applicable Laws, use the Twin Service without obtaining relevant consents and authorizations.
 - 6.3.11 collect and store personal information of other users without their proper authorization.
 - 6.3.12 violate intellectual property rights of the Licensor or any third parties.
 - 6.3.13 use the Twin Service to send messages containing information or ads that is illegal for distribution under the Applicable Laws or laws of other countries where end users are located.
- 6.4 The Licensee shall be solely responsible for collection of end users’ consents to store and process their personal data through the Twin Service of the Licensor and collection of end users’ consents to receive promotional SMS and electronic mails and make voice recordings in accordance with the Applicable Laws.
- 6.5 The Licensor shall be entitled to request the Licensee to provide the Licensor with true and accurate documentation confirming end users’ consents. Such documentation shall be provided within two (2) business days upon the Licensor’s request.
- 6.6 The Licensee shall make instructions to send any types of messages only if the User consented to receive such messages. The Licensee shall collect such prior consent with its own resources and at its own expense, solve any disputes from third parties, including message recipients, state authorities, on all issues arisen out of this Agreement. The Licensor shall inform the Licensee about any changes made in the Licensor’s system about the end user’s details including his refusal from messaging.
- 6.7 Where required by the Applicable Laws, the Licensee shall notify the end users and/or collect prior consent of end users with its own resources and at its own expense on voice recording with the use of the Twin Service.
- 6.8 The Licensee shall terminate sending messages to end users who opted out from it, failed to provide any consent or otherwise refused his/her personal data (including voice) to be processed, collected or used.
- 6.9 The Licensee will be fully liable to the third parties and Twin Service proprietors for the violation of their rights and interests in respect of the information contained in the messages and works used in messages, including names, designations, trademarks, etc. The Licensee undertakes to reimburse the Licensor for all damage (including penalties), which arose or may arise from such violation in connection with liabilities and claims to the Licensee from Twin Service proprietors or third parties, including all expenses for legal proceeding and dispute resolution (including attorney’s fees).
- 7. RIGHTS AND OBLIGATIONS OF THE LICENSOR**

- 7.1 In case of violation of the terms and conditions of this Agreement by the Licensee, including in case of a corresponding documented appeal (complaint) from end users and/or appeals of the authorized governmental authorities and/or appeals of the operator(s), the Licensor shall not be liable for delivery of messages to such end user(s) due to restriction of messages pass to the terminal by mobile operators. Such restrictions shall not be considered as a failure to provide the Services and the Service is subject to payment in full by the Licensee.
- 7.2 The Licensor shall support all functionality of the Twin Service used by the Licensee with its own resources and at its own expense twenty-four hours a day and on a daily basis, without any service interruption, except for cases when necessary preventive (regulatory) and repair maintenance works are performed and scheduled at such time when these works will harm the Licensee least of all.
- 7.3 The Licensor shall be entitled to transfer the information received under the Agreement to operators, including operators' affiliates. In this case, the transfer of information obtained under this Agreement by the Licensor is not a violation of the provisions of the Agreement and Applicable Laws.
- 7.4 The Licensor will record each phone call in the statistics collection system within not more than one Reporting Period. At the end of the Reporting Period, the Licensor shall notify the Licensee of the need to download the collected data. The Licensor will delete the collected data within two days after such notification.
- 7.5 The Licensor will provide the Licensee with the ability to monitor information, message sending status through the system by providing access to the system and account details (username and password) to the account.
- 7.6 The Services performed will be retained within one (1) Reporting Period.
- 7.7 The Licensor reserves the right to refuse delivery of certain messages or provide the Services in case the text of the message violates the Applicable Laws, contains any signs that the end users have not agreed to it. The Licensor shall immediately notify the Licensee on the reason of refusal in writing.

8. FEES AND SETTLEMENT PROCEDURE

- 8.1 The fee for using the Twin Service and Services is determined based on the selected tariff and number of services used. All fees for the Twin Service and Services shall be indicated on the Website / in the Order (Appendix 1) which can be modified by the Licensor at any time and at its sole discretion by informing the Licensee beforehand. Such modified fees shall be applicable to the future services.
- 8.2 For making outbound calls through Twin Service, the Licensee shall register an account on the website of FTC US <https://www.ftc.gov> (or relevant governmental body of other country, whichever is applicable) and obtain SAN identification number. The Licensee agrees to authorize and provides the Licensor with data for integration to DNC lists for Twin Service.
- 8.3 The Licensee pays for DNS itself depending on its own capacity requirements. All prices are indicated on FTC website.
- 8.4 The Licensee shall make a deposit for the Twin Service and Services in the amount agreed between the parties depending on the number of Services selected by the Licensee. The commencement of services is subject to the timely payment of the deposit.
- 8.5 If the Licensee fails to make a timely deposit, the Licensor shall be entitled to limit the access to the services.
- 8.6 The Licensee shall settle the Licensor's invoice within 10 business days upon the invoice issued by

the Licensor.

- 8.7 In case of discrepancy of less than 5% (five) percent between the accounting data of the Licensor and the accounting data of the Licensee, the Licensee shall sign the Act on Services Acceptance in the manner prescribed by the Agreement. If there is a discrepancy between the accounting data of the Licensor and the accounting data of the Licensee by more than 5% (five) percent, the Licensee shall pay for the Services in the uncontested part, and the parties shall follow with dispute resolution procedure provided in this Agreement in relation to the disputed part.
- 8.8 All payments shall be made in US Dollars.
- 8.9 Obligations of the Licensee to pay the Licensor shall be deemed fulfilled from the date of receipt of funds to the deposit account of the Licensor.
- 8.10 In case of any disputes as to the services performed within a Reporting Period, such disputes shall be settled by the parties within 10 (ten) working days from the date of Licensee's written dispute request. The parties agree to act reasonably to establish and eliminate the causes of disagreement by establishing a bilateral commission. If necessary, the parties agree to conduct bilateral tests. If the Licensor accepts the Licensee's claims, then the Licensor shall send the invoice and the Act on Services Acceptance with corrected data. If the Licensor does not accept the Licensee's claims, the Licensor shall provide a written explanation within 2 (two) working days from the date of Licensee's request receipt. Any uncontested amount shall be paid within 3 (three) working days from the date when the Licensor send the explanation and corrected documents. The parties can exchange documents by e-mail during the dispute resolution.

9. SERVICE QUALITY REQUIREMENTS

- 9.1 The Licensor shall process the data received from the Licensee 24 hours 7 days a week during the terms of this Agreement.
- 9.2 The information required by the Licensor to implement this Agreement shall be transmitted by the Licensee to the user equipment of the Licensor in automatic mode via a secure communication channel.

10. SUSPENSION OF SERVICES

- 10.1 The Licensor shall be entitled in its sole discretion and without any liability on its part to block, suspend or terminate the Licensee's registration account or deny the use of any Services or Twin Service if the Licensee:
- 10.1.1 violates this Agreement, Terms and/or Applicable Laws;
 - 10.1.2 achieve the credit line.
- 10.2 If the Licensee has conducted any fraudulent and/or illegal activity, the Licensor reserves the right to take any necessary legal action and claim for monetary losses to the Licensor.

11. MAINTENANCE WORKS

- 11.1 The Licensor will perform maintenance works of the Service, routine, preventive or repair work on the equipment used for provision of Services during off-peak hours, provided that the Licensor shall notify the Licensee with 1 (one) business day notice, except for urgent repair and preventive work which shall be performed immediately. The performance of any of abovementioned works is not a break in the provision of Services and is subject to accounting in the corresponding Reporting Period. In the event of any malfunction of the above equipment, the Licensor shall take all necessary measures to ensure that the respective malfunctions are eliminated within the period required to

eliminate the respective malfunction.

12. RESPONSIBILITY OF THE PARTIES

- 12.1 Each party shall be liable only for actual damage caused to the other party within the limits established by this Agreement. Loss of profit (not received income) is not subject to compensation. The real damage, caused to the Licensor, is subject to recovery in full in addition to penalties stipulated by this Agreement.
- 12.2 The Licensor is obliged to compensate within 15 (fifteen) days upon the Licensee's request for the Licensee's damage, caused by the last incorrect operation of the Twin Service, provided that the Licensee shall provide documentary evidence of such incorrect operation and such damage shall not exceed the amount actually paid by the Licensee for one month of Services.
- 12.3 The Licensor shall not be liable in case the Licensee sent messages with incorrect encoding, if this resulted in segmentation of messages and their repeated or multiple tariffs. Payment by the Licensee of messages sent with incorrect encoding shall be made in accordance with established tariffs for sending messages.

13. INDEMNIFICATION OF THE LICENSEE

- 13.1 The Licensee will indemnify, defend and hold the Licensor and its subsidiaries, affiliates, officers and employees harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Licensee arising from any of the following: (i) a breach of the Agreement by the Licensee; (ii) the negligence, gross negligence or willful misconduct of the Licensee or its employees, agents or contractors; (iii) a failure by the Licensee or its agents, contractors or invitees to comply with the Applicable laws and regulations, or (iv) use of the Twin Service or Services by the Licensee.
- 13.2 The Licensor is not responsible for the content of messages sent by the Licensee using the Twin Service, as well as for the information provided by the Licensee. The Licensee will indemnify, defend and hold the Licensor and its subsidiaries, affiliates, officers and employees harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Licensee arising from (i) any message or content sent by the Licensee using the Twin Service, or (ii) any action or inaction made by the Licensee or on its behalf with the use of the Twin Service.
- 13.3 The Licensee shall indemnify, hold harmless, and defend the Licensor and its agents for any and all third party complaints regarding improper use of the Software and contacting individuals on the do not call list or any other violation of federal or state law in the application of the Software.

14. TERM AND TERMINATION

- 14.1 This Agreement begins on the date indicated in the preamble and will continue until terminated under this Agreement.
- 14.2 The Licensee may terminate this Agreement at any time by destroying all copies of Twin Service including any documentation. This Agreement will terminate immediately without notice from the Licensor if the Licensee fails to comply with any provision of this Agreement. Upon termination, the Licensee must destroy all copies of Twin Service.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

- 15.1 Claims of the Licensee to the quality of provided Services are accepted by the Licensor for consideration by e-mail to the address of technical support within 3 (three) working days from the date of Service provision.
- 15.2 The Agreement and its execution and performance shall be governed by the applicable laws of the Russian Federation without regard to the conflict of laws. All matters not covered or partially covered by this Agreement shall be governed by the laws of the Russian Federation.
- 15.3 Complaint procedure shall be mandatory for resolution of any and all disputes. The timeframe for responding to a complaint shall be set at 10 (ten) business days from the date of the receipt of the said complaint.
- 15.4 Any disputes arising out of or in connection with this Agreement including its performance, breach, termination, or invalidity shall be referred to the courts of Moscow, Russia for settlement.

16. PRIVACY COMPLIANCE

- 16.1 The Licensee will comply with all Applicable Laws relating to the privacy of personal information, data security, marketing, consumer protection, and other Applicable Laws that apply to the collection, access, disclosure, and use of personal data and will not cause the Licensor to be in violation of any Applicable Laws. Additionally, the Licensee will comply with (a) applicable industry standards and best practices and (b) any privacy-related policies or guidelines within 30 days of receipt of such policies or guidelines from the Licensor.
- 16.2 Where necessary for the Licensor's to perform Services under this Agreement, the Licensee will at its own expense and efforts ensure that the Licensor has rights to use the information provided by the Licensee to the Licensor for the purpose of providing Services under the Agreement, including (but not limited to) obtaining the consent of the subject of personal data to the processing of his/her personal data, including the transfer and use of personal data by the Licensor, in accordance with the legislation of the Russian Federation as well as other Applicable Laws.
- 16.3 The Licensee shall make instructions to send any types of messages only if the User consented to receive such messages. The Licensee shall receive such prior consent with its own resources and at its own expense, solve any disputes from third parties, including message recipients, state authorities, on all issues arisen out of this Agreement. The Licensor shall inform the Licensee about any changes made in the Licensor's system about the end user's details including his/her refusals.
- 16.4 When requested by the Licensor, the Licensee undertakes to provide the Licensor with a copy of the consent of the subject of personal data provided to the Licensee in accordance with the requirements of the Applicable Laws, as well as a confirmation that the consent of the subject of personal data was not withdrawn by him/her until the moment when the Licensor actually rendered Services using the relevant personal data.
- 16.5 The Licensee will indemnify, defend and hold the Licensor and its subsidiaries, affiliates, officers and employees harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Licensor arising from any of the following: (i) a breach of the Agreement and/or Applicable Laws by the Licensee; (ii) the negligence, gross negligence or willful misconduct of the Licensee or its employees, agents or contractors; or (iii) a failure by the Licensee or its employees, agents or contractors to comply with the Applicable Laws.
- 16.6 The Licensee will mandatory include an opt-out link in each message. Such link shall easily enable an end user to opt out from the Licensee's messaging. The Licensee shall not mask or collapse such link.

17. FINAL PROVISIONS

- 17.1 If any provision of this Agreement is found to be invalid, such invalidity shall not affect this Agreement in whole.
- 17.2 The parties act on their own behalf as independent contractor. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment or any relationship between the parties beyond the relations set out in this Agreement, and the Licensee is expressly precluded from acting on the Licensor's behalf.
- 17.3 Either party's failure to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of the first party's right to subsequently enforce such provision or any other provision of this Agreement.
- 17.4 Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party; provided, however, that either party may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business or assets, or in the event of its merger, consolidation, change in control or other similar transaction.
- 17.5 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof and is severable so that if any provision hereof is deemed illegal or unenforceable, the remainder of the Agreement shall remain fully valid and in full force and effect.

Appendix 1
To the License Agreement

PURCHASE ORDER

Purchase Order No: _____

Licensor: **Uralinnovatsia LLC, d/b/a Twin 24**, a company duly incorporated in Russia, company registration number 1169658110324, having its registered address at rab 1, office 1463, 42-1, Boulevard Bolshoi, Moscow, Russia

Date:		Licensee name:	
Expected Delivery Date:		Licensee's contact person:	

Item/Software Description	Term	Cost per item	Quantity	Cost
Total cost:				

PURCHASE ORDER TERMS AND CONDITIONS

1. This Purchase order, together with the License Agreement, constitutes the complete and final agreement of the Licensor and Licensee.
2. Any shipment, delivery or other tender of performance of the Licensor shall be taken as the Licensor acceptance to these Purchase Order.
3. The Licensor shall make no change in this Purchase Order without the Licensee prior written consent.
4. The Licensee may not assign this Purchase Order or payment of any sums due hereunder.

The Licensor:		The Licensee

_____		_____
Full name:		Full name:
Title:		Title: