

Please read the following text carefully before accepting terms and conditions of this Agreement.

By accepting the present Agreement, you confirm that you are fully acquainted with the Agreement and agree with the text thereof.

License Agreement (Public Offer)

Effective as of 10 November 2017

Present Agreement (hereinafter referred to as Agreement) sets out the rights and obligations of the Licensor and the Licensee while using the CallHelper Information system.

This Agreement is addressed to any number of unspecified persons and shall be a public offer in accordance with Paragraph 2 of the Article 437 of the Civil Code of the Russian Federation.

By registering on the site and ticking off the “I have read and agree with the terms and conditions of the License Agreement” field or by installing the Widget in the CRM-interface the Licensee shall be conclusively deemed to have accepted the Agreement.

1. TERMS AND DEFINITIONS

The Parties use terms and definitions herein as follows:

- 1.1. **Acceptance** – full and conclusive acceptance of the terms and conditions of this Agreement by registering and **ticking off the “I have read and agree with the terms and conditions of the License Agreement” field.**
- 1.2. **Database** – a set of contact information, photos, and other materials stored in the CRM-system of the Licensee or other persons organized in a computer-readable form so as to enable computers and other devices to find and process such materials.
- 1.3. **Widget** – System’s graphical interface for using System features within the CRM-interface by integration through API.
- 1.4. **Demo access** – free limited-time access to the System that grants the Licensee an opportunity to test the System free of charge during 15 (fifteen) calendar days from the day such access was granted.
- 1.5. **CallHelper Information system** (hereinafter referred to as System) – a set of software products: computer and Widget software available for downloading at the Licensor’s Site – which allows the Licensee to enable integration with its CRM-system, make calls through the System using telephone scripts and collect Database information. The System includes interface, software and other elements required for proper operation. All rights to the System and elements included in it, collectively and discreetly, belong to the Licensor in their entirety.

No provision of this Agreement shall be interpreted as a transfer (disposition) of exclusive rights to the System to the Licensee or a license to use it in ways not stipulated in this Agreement.

- 1.6. **Calendar month** – a period of time which equals 30 (thirty) days.
- 1.7. **Licensor** – Independent entrepreneur K. G. Zhukov (Taxpayer ID No. 673102200534), a party to this Agreement that provides the Licensee with a License to use the System.
- 1.8. **Licensee** – a legally capable individual (one who has reached the legal age in accordance with the applicable law of his/her country of residence, but no younger than 18), legal entity or independent entrepreneur that has accepted the Agreement.
- 1.9. **Licensee's Personal Cabinet (Personal Cabinet)** – a set of protected pages created during Registration in the System's application through which System use and interaction of the Parties is performed. The Licensee can access its Personal cabinet by entering username and password information or by means of authorization through API of the CRM-system.
- 1.10. **Licensee's Personal Account (Personal Account)** – system of funds management in accordance with the Parties' transactions of payments for the use of the Non-exclusive License available in the Licensee's Personal Cabinet.
- 1.11. **Username and password** – unique set of symbols created by the Licensee during Registration to access its Personal Cabinet.
- 1.12. **Non-exclusive license (License)** – provision of a non-exclusive right to use the System by means of remote access to the System's interface and/or pages from the Licensee's computer or other device by the Licensee's authorization using his/her Username and Password information or CRM-system API-interface.
- 1.13. **Paid period** – period of paid License use based on the chosen Tariff.
- 1.14. **Personal Account** – System account for data storage, which allows to identify the Licensee.
- 1.15. **Registration form** – electronic form located in the System application filled in by the Licensee during Registration.
- 1.16. **Registration** – Licensee's actions performed in order to create a Personal Account in the System.
- 1.17. **Licensor's Site (Site)** – the Licensor's website located under the domain name <http://callhelp.kit-media.com> which contains description of the System's properties. The Site includes content, software and other elements required for proper operation. All rights to the Site and all elements included in it, collectively and discreetly, belong to the Licensor in their entirety. No provision of this Agreement shall be interpreted as a transfer (disposition) of exclusive rights to the System to the Licensee to use it in ways not stipulated in this Agreement.

- 1.18. **Agreement** – present Agreement , including without limitation all exhibits and rules specified in the Agreement or expressly described as exhibits to the Agreement.
- 1.19. **Licensor's Tariffs (Tariffs)** – Licensor's price list published in the System, Account and Payment section. Availability of the System features and Additional services for the Licensee depends on the Tariff chosen by the Licensee and is specified in the corresponding Tariff description.
- 1.20. **Telephone script** – phone conversation scenario.
- 1.21. **CRM-system** – application software designed for work automation, contact information storage, customers (clients) engagement strategies including without limitation sales increase, marketing optimization and improvement of client support by saving client information and history of relationships with clients, establishing and improvement of business processes, further outcome analysis, etc.
- 1.22. **IP-address** – unique Internet address required for finding, transferring and receiving information from one device to another.
- 1.23. **API** – software interface which enables integration of the System and CRM-system.
- 1.24. **Law** – applicable law of the Russian Federation.

2. SUBJECT OF THE AGREEMENT. GENERAL PROVISIONS

- 2.1. In accordance with terms and conditions of the Agreement, Licensor grants the Licensee a Non-exclusive License based on the conditions of the Tariff chosen by the Licensee, and the Licensee undertakes to accept the License and pay the Licensor license fee according to the Tariff chosen by the Licensee.
- 2.2. All conditions set out hereinafter are related to the System in general and all of its components in particular.
- 2.3. The transferable rights are worldwide.
- 2.4. The term of transferable rights is limited by the term of the Tariff.
- 2.5. **Amendment of the Agreement.** The Licensor has a right to introduce amendments to this Agreement and all its Exhibits (in whole or in part) unilaterally and without any prior agreement with the Licensee. All amendments become effective on the following day after they are published on the Site.
 - 2.5.1. Licensee shall independently follow the amendments to the Agreement and its Exhibits by regularly reviewing their relevant versions, no less than once a month. Licensee bears individual responsibility for all consequences arising from failure to read the Agreement or any of its Exhibits.
 - 2.5.2. In the event the Licensee does not agree with any provision of the Agreement and/or its

Exhibits, it must immediately stop using the Site and the System.

2.6. The Agreement consists of:

- A. License Agreement, permanently available to the public at <https://callhelp.kit-media.com/en/LicenseAgreement.pdf>
- B. Tariffs, permanently available for viewing in the System, Account and Payment section.
- C. Privacy Policy, permanently available to the public at <https://callhelp.kit-media.com/en/PrivacyPolicy.pdf>

3. REGISTRATION

- 3.1. Registration in the System can be performed in two ways:
 - 3.1.1. Filling in the Registration form located in the System application by the Licensee by specifying the required information and choosing Username and Password; and ticking off the “I have read and agree with the terms and conditions of the License Agreement” field.
 - 3.1.2. Installing the Widget in the CRM-system enables automatic Registration using API.
- 3.2. During Registration in the System application, the Licensee is required to specify the following information:
 - 3.2.1. For individuals: e-mail address, contact phone number, Username and Password, CRM-login.
 - 3.2.2. For legal entities and individual entrepreneurs: legal entity name, Taxpayer ID Number, Basic State Registration Number/ Primary State Registration Number of the Individual Entrepreneur, e-mail address, contact phone number, Username and Password, CRM-login.
- 3.3. After the Licensee submits the Registration form, the Licensor will send an e-mail to its e-mail address confirming the completion of Registration.
- 3.4. The Licensee guarantees that information he/she specified during Registration is relevant and true. In the event any part of such information changes after the conclusion of the Agreement, the Licensee shall inform the Licensor about such changes by making the corresponding corrections in its Personal Cabinet within 5 (five) calendar days from the day such changes take place.
- 3.5. In the event that during Registration the Licensee acts on behalf of a legal entity, individual entrepreneur or an individual, it guarantees that it is properly authorized for the Acceptance.
- 3.6. The Licensor has a right to request confirmation of Licensee authority from the Licensee (a copy of a power of attorney or a document that confirms the authority to enter into transactions on behalf of a legal entity without any power of attorney).
- 3.7. The Licensor’s obligations to provide the Licensee with a License (both general and regarding a part of the System specified in the Licensee’s request) shall be deemed as fulfilled by the Licensor from the day an e-mail notification was sent to the e-mail address specified by the Licensee during Registration. The Parties have agreed that drawing up an Act on granting

the License shall not be required.

4. TERMS AND PROCEDURES FOR USING THE SYSTEM. TERMS OF SYSTEM ACCESS PROVISION. RESTRICTIONS

- 4.1. Within the terms of the Non-exclusive license, the Licensee has a right to use the System as follows:
 - 4.1.1. To access the System using the Licensor's Site.
 - 4.1.2. To access the System through integration with the Licensee's CRM-system.
 - 4.1.3. To use the System as intended for the Licensee's personal needs including without limitation performance of business activities.
- 4.2. The Licensee is forbidden to:
 - 4.2.1. Modify software included in the System including without limitation change, decompile, disassemble, decipher or perform other actions with the software object code.
 - 4.2.2. Use the System in ways not expressly specified in the Agreement.
 - 4.2.3. Distribute copy or use other ways to make the software included in the System publicly available.
 - 4.2.4. Attempt to bypass technical restrictions of the software included in the System.
 - 4.2.5. Use the System or its parts after the expiry of the term of this Agreement.
 - 4.2.6. Use the System under the Licensee's trademark, as well as represent the System as the Licensee's property before any third parties.
 - 4.2.7. Use the content of the Licensor's Site and brand SEO requests, including without limitation without the Licensor's consent to perform agency activities on behalf of the Licensor.
- 4.3. The Non-exclusive License shall be deemed as granted from the day of the System access provision.
- 4.4. System access is provided 24/7, except in cases of scheduled maintenance.
- 4.5. When using the System, the Licensee receives access to all reference materials placed in the System and can get the Licensor's technical support regarding issues that arise during the System use within 2 (two) business days from the day of contacting the Licensor's technical support service. Such request can be submitted using the contact form on the Site or via e-mail.
- 4.6. The following materials are forbidden for posting and using through the System:
 - 4.6.1. Materials containing obscene or offensive words or phrases, pornographic images and texts or child sexual abusive content;
 - 4.6.2. Materials containing threats, incitement to violence, illegal activities or violation of the Law;
 - 4.6.3. Materials containing violence propaganda or encouraging racial, interethnic or religious discord in any form, as well as links to such materials;
 - 4.6.4. Nazi symbols and attributes;

- 4.6.5. Illegal activity propaganda or guidance to performance of illegal actions;
- 4.6.6. Instructions on commission of suicide;
- 4.6.7. Materials which discredit, abuse, denigrate the honor, dignity or business reputation or violate privacy of other Users or any third parties.
- 4.6.8. Other materials forbidden by the existing Law.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Licensor shall:
 - 5.1.1. Provide the Licensee with access to the System features upon the payment for the corresponding Tariff.
 - 5.1.2. Eliminate interruptions in the operation of the System resulted from the fault of the Licensor within a reasonable period of time.
 - 5.1.3. Provide the Licensee with technical support on issues concerning the usage of the System within 2 (two) business days from the day the Licensee contacts the Licensor's technical support in written form.
 - 5.1.4. Provide the Licensee with a Service Provision Report in accordance with the terms and conditions under this Agreement.
- 5.2. The Licensee shall:
 - 5.2.1. Use the System with due regard for restrictions set out in this Agreement.
Pay License fee to the Licensor in accordance with the Tariff and additional services of his/her choice.
 - 5.2.2. Not disclose Username and Password to any third parties and ensure safety and confidentiality of his/her Username and Password information. In the event of a loss of Username and Password information and/or breach of confidentiality of such information, the Licensee shall inform the Licensor immediately and change his/her Password. Unless the contrary is proved by the Licensee, all actions performed using Username and Password shall be deemed as actions of the Licensee.
 - 5.2.3. Comply with the Law while using the System, including but not limited to laws related to personal information.
- 5.3. Notify Parties to phone conversations about the conversation recording while using the Licensor's phone numbers.
- 5.4. The Licensor has a right to:
 - 5.4.1. Receive the License fee under this Agreement.
 - 5.4.2. Terminate this Agreement unilaterally and/or suspend the Licensee's access to the System in case the Licensee violates terms and conditions of this Agreement and its Exhibits. The

Licensor shall not be held responsible for any losses (damage) incurred by the Licensee due to such termination or suspension.

The Licensor shall send the Licensee a notification about the unilateral termination of the Agreement 24 hours prior to such termination.

- 5.4.3. Carry out server maintenance, for which the access to the System will be suspended temporarily. The Licensor will inform the Licensee about such maintenance by posting notifications on the Site 48 hours before such maintenance takes place. Site maintenance will be carried out, if possible, during evenings or nighttime and/or weekends.
- 5.4.4. Use the Licensee's name, as well as its trademarks (service marks) and Licensee's logos on the Licensor's Site, in publications on the activity of the Licensor and his subscribers and in order to advertise the Licensor's services.
- 5.4.5. Modify and provide upgrades for the software and the System, add new features or functionality to the software in order to enhance its performance or to improve it in any other way, including for the purposes of meeting the requirements of the Law.
- 5.4.6. Synchronize the Licensee's Database via the CRM-system required for the provision of additional services under this Agreement.
- 5.5. The Licensee has a right to:
 - 5.5.1. Access the System and Additional services in accordance with the terms and conditions of this Agreement.

6. PERSONAL INFORMATION. CONFIDENTIALITY

- 6.1. The Licensee agrees that the Licensor will process the Licensee's personal information specified by the Licensee during Registration including: full name, e-mail address, contact phone number, and IP-address.
 - 6.1.1. This consent remains in force indefinitely; the storage period of the Licensee's personal information is not limited.
 - 6.1.2. When processing the Licensee's personal information, the Licensor's actions are governed by the Russian Federal Law "On Personal Information" No. 152-FZ of 29 July, 2006.
- 6.2. The Licensee has a right to withdraw its consent by executing a corresponding written document, which may be sent by the Licensee to the Licensor via registered mail with the return receipt or handed to the Licensor's representative personally against signed receipt. If the Licensor receives a written statement on withdrawal of consent for the procession of personal information, the Licensor will cease to process such information.
- 6.3. The Licensee understands and agrees that Licensee's personal data contained in the System may be accessed by third parties as a result of technical failures, interruptions, or actions of third parties, including but not limited to viral or hacker attacks. The Licensee shall not hold the

Licensor responsible for compensation of any losses or damage incurred by any such actions.

- 6.4. The Licensee agrees to:
 - 6.4.1. Storage of personal information on the Licensor's server (including outside the Russian Federation).
 - 6.4.2. Usage of personal and statistical information of the Licensee to display advertisements.
 - 6.4.3. Receive information about services and news of the Licensor and/or Licensor's partners.
- 6.5. The Licensee has a right to change information specified during Registration at any time using its Personal Cabinet.
- 6.6. The Licensor shall process only that information of the Licensee, which is required for the execution of this Agreement.
- 6.7. The Licensor shall not use information (including personal information) of any third parties, which has been brought to the server through the System by the Licensee (including information contained in the CRM-system).
- 6.8. The Licensee shall receive consent of the personal data subjects prior to using any such personal information via the System. The Licensee shall not publish personal information of any third parties or the Licensee's employees that did not grant their consent to such publishing. The Licensor has a right to request a written consent of the personal data subject.
- 6.9. The Licensor shall make every effort to ensure the confidentiality of personal information posted by the Licensee via the System, during the entire period of its storage on the Licensor's server.
- 6.10. The Licensee is notified and agrees that any phone conversations with the Licensor may be recorded for the purposes of quality control of the Licensor's work.

7. LICENSE FEE. SETTLEMENTS

- 7.1. The amount of the License fee is determined by the Tariff chosen by the Licensee. Payments are made by paying a 100% advance fee for the calendar period as determined separately for each Tariff.
- 7.2. In case the Licensee fails to make a payment or delays a payment of the License fee under this Agreement, the Licensor is entitled to stop providing access to the System until he receives the corresponding amount of funds.
- 7.3. The License fee is paid in Russian rubles by using payment systems or by crediting the Licensor's settlement account based on an invoice (the full list of payment methods is available in the Personal Cabinet). The Licensee's payment obligations will be deemed as fulfilled after the funds are credited to the payment system's (Licensor's) account. The terms of crediting of funds to the Licensor's account may constitute up to 3 (three) bank days and do not depend on

the Licensor. Upon the crediting of funds the Licensor will send a message via e-mail or Personal Cabinet about Tariff activation.

- 7.4. In the event the Licensor does not receive any claims from the Licensee concerning the scope of rights granted to the Licensee within 5 (five) workdays, the non-exclusive right to use the System (Non-exclusive License) shall be deemed as provided to the Licensee properly and in full measure. No further claims shall be accepted.
- 7.5. The Licensee has a right to change the Tariff he/she uses through the Personal Cabinet after the Paid period is over.
- 7.6. In the event of termination of this Agreement and upon making a written agreement with regard to refund of amounts paid and unused to the Licensee, the funds shall be transferred to accounts the Licensee used for payments and only upon the receipt of a written request for a refund.

8. LIABILITY. DISPUTE POLICY

- 8.1. The System is provided to the Licensee “as is” and in accordance with generally accepted international practices. The Licensor is not liable for any issues arising during installation, upgrade, support and usage of the System (including issues of compatibility with other software products (packages, drivers etc.), discrepancies between the results of using the System and Licensee’s expectations etc.). The Licensee must understand that he/she is fully liable for the possible negative consequences caused by incompatibility or conflicts of the System with other software products installed on the Licensee’s computer or other device. The System is not designed for and cannot be used in information systems operating in high-threat environment or servicing life support systems where the System failures may pose a threat to life or entail large material losses.
- 8.2. The Licensor shall not be liable for non-availability of the System due to reasons depending on actions of the Licensee or any third parties.
- 8.3. The Licensor shall have no liability in the event the access to the System is limited due to the lack of the Licensee’s access to Internet.
- 8.4. The Licensor shall make every reasonable effort to ensure normal functioning of the System and the Site, but cannot be liable for non-performance or improper performance of obligations under this Agreement, as well as direct or indirect losses incurred by the Licensee, including lost profit and possible damage, caused in consequence of the following:
 - 8.4.1. Improper actions of Internet users aimed at the breach of security of information or disrupt normal functioning of the Site and the System.
 - 8.4.2. Absence of Internet connection (due to inability to install a connection, connection failures etc.) between the Licensor’s server and the Licensee’s server.

- 8.4.3. Performance of operational searches and investigational actions by government and municipal authorities.
- 8.4.4. Establishing of control over economic activity of commercial organizations in Internet by government authorities or other organizations, and/or non-recurrent restrictions posed by the said bodies, hampering or preventing the fulfillment of this Agreement.
- 8.4.5. Other cases related to actions or inactions of Internet users and/or other persons aimed at deterioration of general situation related to Internet and/or computer equipment use existing on the day of conclusion of this Agreement.
- 8.5. The Licensor reserves the right to suspend the Site or the System for maintenance, if possible at nighttime or during weekends and holidays.
- 8.6. The Licensee shall not violate the Law or interests of third parties while using the System, including creating mailing lists, providing services (selling products) to any third parties. The Licensor shall not be liable for any actions of the Licensee performed while using the System, as well as he is not responsible for any failure of the Licensee to fulfill obligations to any third parties.
- 8.7. The Licensee bears independent responsibility for the safety of its Username and Password and for any damages that may be incurred due to their unauthorized use.
- 8.8. The Licensor shall not be held responsible for a subscriber's unavailability in case the Licensee activates the service of diverting calls from the Licensor's phone number to a third party number used by the Licensee.
- 8.9. The Licensor shall not be responsible in case the Licensee indicates an incorrect or inexistent phone number while activating the service of call diverting from the Licensor's number to a third party phone number.
- 8.10. The Licensor shall not be responsible in case the Licensee's Personal cabinet Username and Password information becomes available to third parties.
- 8.11. The Licensee understands, acknowledges, and agrees that he/she must independently assess all risks related to the use of the System, including without limitation assessment of its reliability, completeness and usefulness.
- The Licensee shall bear all risks related to any usage of/inability to use the System.
- In the event the Licensee is not satisfied by the System, the right to use which is provided under this Agreement, any part of its content, discontinuance of use of the System shall be the Licensee's sole and exclusive remedy.
- 8.12. In the event the Licensee violates the Licensor's exclusive right to the System, namely the provisions of the Paragraphs 4.1 – 4.6, the Licensee shall bear responsibility in a form of a fine equal to 500 000 (five hundred thousand) rubles.

- 8.13. Under any circumstances the Licensor's responsibility is limited by an amount of the License fee.
- 8.14. In the event of any dispute or disagreement arising between the Licensor and the Licensee under this Agreement or in connection to it, the Parties will take all measures to solve such disputes and disagreements by means of negotiation. The Parties acknowledge the obligatory prejudicial settlement of disputes or disagreements by sending a written complaint to the other Party. The term for complaint consideration is 5 (five) business days.
- 8.15. In the event it is impossible to solve disputes and/or disagreements arising between the Parties by means of negotiation, such disputes are to be settled in a Smolensk region Arbitration Court or in courts of general jurisdiction at the Licensor's place of location.

9. TERM AND TERMINATION

- 9.1. This Agreement takes effect upon its acceptance by the Licensee and remains effective until its termination by the Parties.
- 9.2. This Agreement is an offer, and on the strength of current civil law of the Russian Federation the Licensor has a right to revoke an offer in accordance with the Article 436 of the Civil Code of the Russian Federation. In the event the Licensor revokes this Agreement during its term, this Agreement shall be deemed as terminated on the moment of revocation. The revocation is carried out by publishing the corresponding information on the Site.
- 9.3. This Agreement can be terminated ahead of schedule:
- 9.3.1. Based on the mutual agreement of the Parties;
- 9.3.2. Upon an initiative of the Licensor on a unilateral and non-judicial basis in the event the Licensee violates terms and conditions of this Agreement, without reimbursement of any funds paid by the Licensee prior to such violation;
- 9.3.3. Upon an initiative of the Licensor on a unilateral and non-judicial basis in the event the Licensee violates copyrights belonging to third parties without reimbursement of any funds paid by the Licensee prior to such violation.
- 9.4. In the event of the Agreement termination the Licensee's Personal Account will be subject to deletion.

10. OTHER PROVISIONS

- 10.1. The Non-exclusive License under this Agreement applies to all subsequent upgrades/new versions of the System.
- 10.2. All issues not governed by this Agreement shall be solved in accordance with the Law.
- 10.3. Under the present Agreement the Licensor does not provide the Licensee with

communication services or ensures its access to information systems of information and telecommunication networks, and does not perform any activities of receiving, processing, storage or sending telecommunication messages.

11. LICENSOR'S BANK DETAILS

Independent entrepreneur Konstantin Gennadyevich Zhukov

Postal address: 214014, Isakovskogo Str, 22 apt. 13, Smolensk, Russia

Tax Payer ID number: 673102200534

Primary State Registration Number of the Individual Entrepreneur
304673125400031

Settlement account: 40802810959020101403

Correspondent account: 3010181000000000632

Bank: PAO SBERBANK SMOLENSK DIVISION No. 8609, SMOLENSK, RUSSIA

KPP: 673002001

RCBIC: 046614632