

PUBLIC OFFER LICENCE AGREEMENT

on Providing the Software Product Right of Use

1. GENERAL PROVISIONS

- 1.1. This document constitutes an offer of Sergey Olegovich Lukashin, an individual entrepreneur (hereinafter referred to as the “Right Holder” or “Licensor”) to conclude an Agreement on purchase of Licences for the following software products: “TORGSOFT” (hereinafter referred to as the “Software Product”) as follows.
- 1.2. If the following conditions are accepted, and services are paid for, a legal entity, an individual entrepreneur or a natural person (being a resident or non-resident) which is a final consumer accepting this offer shall become a User (or a Licensee) (acceptance of the offer is equivalent to conclusion of the agreement upon conditions specified in the Offer), and the Licensor and the Licensee shall be hereinafter jointly referred to as the “Parties” of this Public Offer Licence Agreement (hereinafter referred to as the “Offer” or the “Agreement”).
- 1.3. Taking into account the foregoing you are advised to read the text of this public offer carefully. If you disagree with any clause hereof, the Licensor suggests that you refuse from using the Software Product and conclude an individual agreement with it.

2. TERMS AND DEFINITIONS

- 2.1. The Software Product means a set of software tools “Software “TORGSOFT” which is owned by the Licensor.
- 2.2. The Server means a computer (physical or virtual) that hosts the database (multiple databases) of the Software product.
- 2.3. The Licence means a non-exclusive right to perpetual use of the Software Product on a single server in a private or commercial purposes of Licensee and only on the conditions defined in the License contract of the public offer. The licensing includes the right of simultaneous use of the Software Product to a limited number of users. The number of simultaneous Software users is an integral feature of the License. When you purchase the Licence the Licensee specifies what the maximum number of users to simultaneously work with the Software product with all the databases on the server. (Explanation: if the server contains two databases and with the first two (2) user, and the second in the same time - three (3) of the user, with the Licence, the Licensee must indicate their need like five (5) users)
- 2.4. The Licence Key means a unique digital code that exists in electronic form and can be transmitted to Licensee using the software and hardware or communication channels and the instructions in the box which provides the ability to use the software product on a single server.
- 2.5. The Offer means the Public Offer Licence Agreement which has been properly published.
- 2.6. Acceptance of the Offer means complete and unconditional acceptance of the Offer by performing actions and fulfilling conditions specified in Chapters 4 and 15 of the Agreement. Acceptance of the Offer shall create an Offer Agreement.
- 2.7. The Agreement means a non-gratuitous agreement between the Licensee and the Licensor to purchase the Licence for use of the Software Product which is concluded by accepting the Offer.
- 2.8. The Licensee is a person which has accepted the Offer and whose aim is to use the Licence for private or commercial purposes.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. The subject matter of the Agreement is the Licensor’s non-gratuitous provision of the Licence for use of the Software Product to the Licensee.
- 3.2. The Licensee fully agrees with the cost, term and other conditions of the Agreement by paying the entire cost of the Licence.

4. PRICE OF THE AGREEMENT, TERMS AND PROCEDURE FOR TRANSFERRING LICENCE KEYS AND SETTLEMENTS

- 4.1. The price of the Agreements consists of the cost of the Licence which is calculated on the basis of prices, rates and conditions published on the Licensor’s website torgsoft.ua (hereinafter referred to as the “Website”) as of the moment the Licence places an order.
- 4.2. Settlements for Licences transferred may be performed in cash or via bank transfer according to the laws of Ukraine.

- 4.3. The Licence shall be provided at the Licensee's initiative on workdays Monday to Saturday from 09:00 a.m. until 06:00 p.m. (Kiev time) after cost of the Licence is paid for in cash (to the Licensor's cashier department), or after the cost is credited to the Licensor's account, by way of providing the Licence Key.
- 4.4. The Licensee shall be liable for accuracy of its settlements.
- 4.5. Licensee may pay cash for using the Software Product to the Licensor or Dealer of the Licensor
- 4.6. In the event that the person who pays for the use of the License (Licenses) is a different person than the one who will actually use the Software Product, and / or in the case when the payment for the license (s) is made not from a bank account, but using any payment systems - the purpose of the payment must indicate the information on behalf of and in the interests of which individual or legal entity the payer acts and the identification code of such payer must be indicated. If such information is indicated in the purpose of payment, the Licensee will be considered the person who made the payment, and it will be applied to all the rights and obligations of the licensee under this Agreement.

5. RIGHT HOLDING

- 5.1. The Software Product Right Holder within this Agreement is the Licensor: Sergey Olegovich Lukashin, an individual entrepreneur. The Software Product is a copyright object and has been registered under the laws of Ukraine (certificate of registration of copyright for the work "Software "TORGSOFT" No. 28124 dated 31.03.2009).
- 5.2. All conditions of the Agreement cover both the Software Product on the whole and all of its components separately.
- 5.3. Exclusive rights to the Software Product (including without limitation any integrated graphic images, photographs, texts, additional software, attached printed materials and any copies of the Software Product) shall belong to the Licensor. The Software Product shall be protected by international and national Ukrainian legal provisions regarding intellectual property.

6. USE CONDITIONS

- 6.1. The Licensee is granted the following licence rights within this Agreement:
 - 6.1.1. Use of the Software Product both for private and commercial needs.
- 6.2. Printed and electronic materials attached to the Software Product may not be copied.
- 6.3. Use of the Software Product in breach of conditions of the Agreement shall be deemed violation of applicable copyright laws and sufficient basis for depriving the Licensee of the rights and Licence granted with respect to the Software Product.
- 6.4. The Licensor shall grant no rights with respect to the Software Product to the Licensee, other than the ones which are explicitly specified in the Agreement.
- 6.5. The Licensee shall assume all obligations under the Agreement when using a paid and demo version of the Software Product.
- 6.6. The Licensor is entitled to modify the text of the Agreement at any moment by publishing it at the Website www.torgsoft.ua. Use of the Software Product updates by the Licensee upon publication of the modified Agreement shall mean the Licensee's acceptance of all conditions of the modified Agreement.
- 6.7. The Licensee shall not delete or modify any other copyright information in the Software Product.
- 6.8. The total number of users of a Software Product, while working with one or more databases on a single server must not exceed the number of purchased Licenses, the Licensee (or the number of users specified when purchasing the License)
- 6.9. Digital code License key depends on technical parameters of the server. In case of planned changes to these parameters, the Licensee should ensure that the procedure for the withdrawal of the License. The result of this procedure, the Software product generates code for the withdrawal of the License. This code must be provided to the Licensor. The Licensor under this code ensures the formation of free License key for the new server configuration.

7. SOFTWARE PRODUCT DISTRIBUTION

- 7.1. The Software Product may not be distributed. Distribution of the Software Product shall be understood as granting access to third parties to reproduction of components of the Software Product in any form, including by network and other means, as well as by means of gift, sale, rent, hire or lending.

8. LIMITATIONS OF USE

- 8.1. The Licensee shall not perform or authorise other natural persons or legal entities to perform the following activities:
 - 8.1.1. Disassemble, decompile software, databases and other components of the Software Product.
 - 8.1.2. Transfer rights to use the Software Product to third parties.
 - 8.1.3. Create conditions for use of the Software Product for people who have no rights to use this Software Product and work in the same network or use the multiuser system with the User.
- 8.2. Intellectual property and non-property rights to all software products and services used within this Agreement shall belong to the Licensor and be transferred to the Licensee solely within the scope and upon conditions hereof.

9. USE OF SOFTWARE PRODUCT COMPONENTS

- 9.1. The Licensee may use the Software Product solely as an integral product. The Software Product components may not be separated and used individually.

10. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 10.1. The Licensor shall:
 - 10.1.1. Provide the Licensee with the Licence Key upon its request after the Licence is completely paid for.
 - 10.1.2. Grant the Licensee access to software at the Licensor's server in order to download the Software Product to be installed at the Licensee's device according to the package contents after the Licence is paid for.
 - 10.1.3. Take all reasonable measures in order to eliminate detected mistakes in operation of the Software Product within the term of the version.
- 10.2. The Licensee shall:
 - 10.2.1. Pay for the cost of the Licensor's Licence.
 - 10.2.2. Prepare the device for installation and customisation of the Software Product according to technical specifications at the Licensor's Website when the Software Product is installed at the Licensee's device. All components of the Licensee's device shall be customised correctly according to the specifications offered for products of the kind.
- 10.3. The Licensor is entitled to:
 - 10.3.1. Refuse to provide access to software on the Licensor's service when the following Licensee's actions are detected:
 - 10.3.1.1. Attempts to gain unauthorised access to information of other Licensees or Licensor.
 - 10.3.1.2. Other actions beyond the scope of this Agreement which include elements of a criminal or administrative offence or violate rights and legal interests of third parties.
 - 10.3.2. Access to software on the Licensor's server according to Clause 10.3.1.1. and 10.3.1.2. shall be suspended or refused from the moment violations are detected. In this case the Licensee shall not be indemnified for the services paid and possible losses. Provision of services shall be resumed at the Licensor's discretion.
 - 10.3.3. Modify prices for the Software Product which belongs to the Licensor unilaterally. Modifications shall be published at the Licensor's Website torgsoft.ua and come into effect from the following calendar day upon their publication.
 - 10.3.4. Suspend access to the Licensor's software server on a short-term basis for maintenance works.
 - 10.3.5. Mention the Licensee using the Software Product for promotional purposes, including placement information thereon in its portfolio and catalogue.
- 10.4. The Licensee is entitled to:
 - 10.4.1. Familiarise itself with all functions of the Software product before conclusion of the Agreement and payment by the following means:
 - 10.4.1.1. By using demo versions of the Software Products in public domain;
 - 10.4.1.2. By using open sources of information, documentation, support forums and third-party comments on the product.

11. GUARANTEES

- 11.1. The Licensor shall guarantee quality of data on carriers, efficiency of software within the software programmes upon conditions specified in the documentation, correspondence of Software Product components to specifications.
- 11.2. In all other aspects the Software Product is supplied as it is. The Licensor does not guarantee that the Software Product meets expectations and perceptions of the Users, equivalents, standards which are not described in specifications or attached documentation. The Licensor shall not be liable for direct or incidental consequences of application of the Software Product, including the ones arising as a result of possible misprints in the package contents of the Software Product or hidden errors in the software.
- 11.3. The Licensor does not guarantee that the Software Product will run jointly with software and equipment of third parties and organisations, especially with software products which are developed later than this version of the Software Product.
- 11.4. Errors shall be corrected during scheduled update of the system or before scheduled update, if possible. The Licensor does not guarantee absence of errors in the Software Product.
- 11.5. Except for guarantees which are explicitly specified in the Agreement, the Licensor shall give no other direct or implied guarantees hereunder, and shall explicitly refuse from any guarantees or conditions regarding correspondence of the Software Product and accompanying services to certain purposes and expectations of the Licensee.
- 11.6. Guarantee liabilities shall be cancelled in case:
 - 11.6.1. The Licensee (or third parties on behalf of the Licensee) interferes with the product software code.
 - 11.6.2. The Licensee violates License use rules.

12. UPDATE

- 12.1. The Licensee shall have a Licence Key for the Software Product in order to use software which the Licensor refers to the update category.

13. LIABILITY OF THE PARTIES

- 13.1. The Licensor's liability within its obligations under the Agreement shall arise only in case the Licensee has not payment arrears.
- 13.2. The Licensee shall be liable for any direct or incidental damages, including without limitation lost profit, loss of reputation, loss of confidential information associated with use or inability to use the Software Product under the Agreement even in case of prior notification of probability of such loss, or as a result of any third-party claim.
- 13.3. If the Licensee does not fulfil the conditions specified in the Agreement, the Licensor shall be released from performance of obligations hereunder, and the Licensee shall be paid no indemnification.
- 13.4. Taking into consideration Chapter 10 Clause 10.4.1, including without limitation technical complexity of the Software Product, the cost of the Licence which has been paid for shall not be refunded.
- 13.5. The Parties shall not be liable for complete or partial failure to perform their obligations under the Agreement resulting from circumstances of insuperable force arising upon conclusion hereof, or from emergency events which could be neither foreseen nor reasonably prevented by the Parties. Circumstances of insuperable force shall include events which the Party cannot not influence and is not liable for, including wars, riots, strikes, earthquakes, flooding, other acts of God, fires, power supply failures through no fault of the Parties, actions and acts of authorities taken and adopted upon conclusion of the Agreement and making it impossible to perform obligations established by the Agreement, and other events and phenomena which cannot be foreseen or controlled by the Parties, without limitation to the foregoing.

14. DISPUTE RESOLUTION

- 14.1. Any disputes which may arise between the Parties shall be settled by means of negotiations.
- 14.2. If a dispute cannot be settled by means of negotiations, it shall be reviewed judicially in the relevant jurisdiction according to the provisions of the laws of Ukraine.
- 14.3. If any provision of the Agreement is legally invalidated, it shall be deemed to be excluded from the Agreement whereas other provisions hereof shall remain in force.

15. OFFER, ACCEPTANCE OF THE OFFER, CONCLUSION OF THE AGREEMENT, AMENDMENTS

- 15.1. The Licensee shall accept the Offer by paying for the cost of the Licence according to provisions of Chapter 4 of the Agreement.

- 15.2. Acceptance of the Offer by the Licensee shall create an Agreement.
- 15.3. The Agreement shall come into effect from the moment of acceptance (i.e. from the moment money is credited to the Licensor's cashier department or bank account).
- 15.4. The Licensor shall reserve the right to amend conditions of the Offer and/or withdrawn the Offer at any moment at its own discretion. In case the Licensor amends conditions of the Offer, such amendments shall come into effect on the next calendar day upon their publication at the Website torgsoft.ua, unless another date of coming into force is additionally established in case of such placement (publication).

16. ADDRESS AND DETAILS OF THE LICENSOR

Sergey Olegovich Lukashin, individual entrepreneur,

Taxpayer Identification No. 2389414979;

Passport series MH No. 522675 issued by the Central Police Office of Dzerzhynskiy District Office of Kharkov Main Department of the Department of the Ministry of Internal Affairs in the Region of Kharkov on January 29, 2003

Settlement account 26009060014078 with Kharkiv Main District Department of CB PRIVATBANK PJSC, City of Kharkov

MFO (sort code) 351533

A 3rd group single tax payer. Not a VAT payer.

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