

## I-Retail software (user version)

### Riga

This document is a public Offer of "I-Retail Lab" SIA, hereinafter referred to as the "**Licensee**", and contains all the essential conditions of a sublicensing agreement on the provision of the right to use a computer program under a simple (non-exclusive) license. If the following conditions are accepted, the person making the acceptance of the Offer becomes the "**Sublicensee User**", and the **Licensee** and the **Sublicensee User** jointly become the **Parties to the Agreement**.

#### 1. TERMS AND DEFINITIONS

- 1.1. **An offer** is a real public contract. The current and previous versions of this Offer are published on the Internet at <https://i-retail.ru.com>. The current edition is also published on the Internet at <https://i-retail.ru.com>.
- 1.2. **Acceptance of the Offer** - full and unconditional acceptance of the terms of the Offer by the Sublicensee User by means of the action specified in article 2.2 of this Offer.
- 1.3. **Sublicensee User** - a person acquiring the right to use i-Retail software (user version) under a simple (non-exclusive) license.
- 1.4. **Licensee** - a person granting the right to use i-Retail software (user version) under a simple (non-exclusive) license.
- 1.5. **License** - the right to use i-Retail software (user version) to the extent and extent established by this Agreement and the Tariff Plan for Licenses, on the terms of a simple (non-exclusive) license with the Licensee retaining the right to issue licenses to other persons.
- 1.6. **Server** - a servicing device in automatic information processing systems on which Licensee's software is located - i-Retail software (user version).
- 1.7. **I-Retail software (user version)** - a set of software code, data, commands and other related software products presented in an objective form, intended for use with the Sublicensee User's cash register equipment.
- 1.8. **I-Retail software update (user version)** - software that changes, replaces and / or supplements i-Retail software (user version). All i-Retail software updates (user version) are integral parts of it.
- 1.9. **Reporting period** - a calendar month during which the actions stipulated by the subject of this Agreement were performed by the Sublicensee User. The first day of the month is the beginning of the Reporting period, the last day of the month is the end of the Reporting period. Accounting for the reporting period is Moscow time.
- 1.10. **I-Retail software parameters (user version)** - parameters for use determined by the Licensee as defined in the Tariff plan.
- 1.11. **Representative of the Sublicensee User** is an individual, an employee of the Sublicensee User, or another person to whom the Sublicensee User has provided a username and password for access to i-Retail software (user version).
- 1.12. **Payment method** - a type of payment or payment system by which the Sublicensee User makes payments to the Licensee.
- 1.13. **The tariff plan** is a description of i-Retail software (user version), which is an integral part of the Agreement, and includes: - a description of the scope of the rights to use i-Retail software (user version) granted to the Sublicensee User; - i-Retail software functions (user version) available to the Sublicensee User; - conditions and cost of their provision. The list of tariff plans is published on the Internet at the following address: <https://i-retail.ru.com>.

#### 2. ACCEPTANCE OFFERS

- 2.1. This Agreement is considered to be concluded with any natural or legal person from the moment of full and unconditional acceptance by such person of the terms of this Offer. From the moment of full and unconditional acceptance of the terms of this Offer, the specified person becomes a Party to this Agreement.

- 2.2. The full and unconditional acceptance of this offer is the fact of payment for the i-Retail software (user version) by the Sublicensee User.

### **3. SUBJECT OF THE AGREEMENT**

- 3.1. The Licensee grants the Sublicensee User a non-exclusive right to use the i-Retail software (user version), without the right to partial or full decompilation, for the intended purpose throughout the world for the duration of this Agreement, to the extent of the permitted parameters, and the Sublicensee User agrees to pay the License on time payment according to the selected Tariff plan. The parties agreed that under this Agreement reports on the use of the result of intellectual activity are not compiled.

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

#### **4.1. Licensee undertakes:**

- 4.1.1. Provide the Sublicensee User with technical support, which includes:  
4.1.1.1. Advising on i-Retail software features (user version) and working with it.  
4.1.1.2. Ensuring the possibility of using i-Retail software (user version) in accordance with the selected and paid Tariff plan.

#### **4.2. The licensee has the right:**

- 4.2.1. Temporarily, for the period of performing the necessary work, completely or partially interrupt the provision of access to i-Retail software (user version), in connection with the replacement of equipment, software or other scheduled work caused by the need to maintain the operability and development of i-Retail software (user version). Recalculation and / or refund for the use of i-Retail software (user version) during the period of such work by the Licensee is not carried out.  
4.2.2. To fully or partially restrict access to i-Retail software (user version) if the Sublicensee User does not comply with the terms of this Agreement.  
4.2.3. Use i-Retail software (user version) on your own or provide the right to use it to third parties.

#### **4.3. Sublicensee User agrees:**

- 4.3.1. Do not use i-Retail software (user version) for the purpose of deliberate disruption of the service, as well as comply with the requirements of legislative acts or international law when using it. The Sublicensee User is solely responsible for violating applicable laws and international law. In this case, if the Licensee is brought into account by the controlling authorities and / or any 3 persons through the fault of the Sublicensee User, the Sublicensee User agrees to indemnify the Licensee for losses, including the entire amount of fines, within 10 (ten) calendar days from the date of sending the relevant request by the Licensee to the Sublicensee User.  
4.3.2. Make timely payments in accordance with the terms of this Agreement and the selected Tariff plan.  
4.3.3. Do not transfer your rights, as well as codes, access passwords for using i-Retail software (user version) to third parties.  
4.3.4. To avoid unauthorized access, on the day of receiving the password for access to i-Retail software (user version), change it, and then change it at least 1 (once) once a month.  
4.3.5. Immediately inform the Licensee's technical support service of any malfunctions, violations and interruptions in access to i-Retail software (user version).  
4.3.6. As part of the registration process, indicate the exact email address belonging only to him or his representative for further exchange of information and documents related to the execution of this Agreement.  
4.3.7. Prior to the acceptance of this Offer, familiarize yourself with its contents, as well as Tariff plans.  
4.3.8. In case of disagreement of the Sublicensee User with the new conditions of this Offer and / or Tariff plans, within 3 (three) calendar days from the date of publication of the new conditions, send a written notice to the Licensee about the suspension of the Agreement or its termination. If such notice is not sent to the Licensee within the prescribed period, it is recognized that the Sublicensee User has no objection to the new conditions of this Offer and / or Tariff plans.

#### **4.4. Sublicensee User has the right to:**

- 4.4.1. Get reliable information about the functionality of i-Retail software (user version).  
4.4.2. Terminate this Agreement in the manner prescribed by this Agreement.

### **5. LICENSE COST AND PAYMENT PROCEDURE**

- 5.1. Licensee's remuneration for granting a license to use i-Retail software (user version) is determined by the Tariff plan selected by the Sublicensee User and consists of periodic payments.

- 5.2. Periodic payments for the use of i-Retail software (user version) in the first month (including incomplete), as well as for each subsequent month, are paid by the Sublicensee User until 10 (tenth) of the month following the month for which payment is made. If funds are not received within the specified period, the Licensee at 23:59:59 local time on the 10th (tenth) day of the month following the month for which payment was to be made, suspends access to i-Retail software (user version) until the day of replenishment of the balance of the Personal Account and repayment of the amount of the resulting debt.
- 5.3. The periodic payment for the first and last month of using i-Retail software (user version) is calculated in proportion to the number of days of using i-Retail software (user version) in a calendar month.
  - 5.3.1. The first day of using i-Retail software (user version) - depends on the Tariff plan selected by the Sublicensee User (detailed information is provided in the Tariff plans).
  - 5.3.2. The last day of using i-Retail software (user version) is the date of termination of this Agreement.
- 5.4. Write-off of funds from the Personal Account is carried out by the Licensee automatically, without additional coordination with the Sublicensee User.
- 5.5. The moment of payment of the fee is the moment of debiting the funds from the Personal account of the Sublicensee User.
- 5.6. Payment for the right to use i-Retail software (user version) is made by the Sublicensee User in any of the ways available in the i-Retail software interface (user version).

## **6. RESPONSIBILITY OF PARTIES**

- 6.1. Parties are responsible in accordance with applicable law. In the event of a dispute, the Parties will make every effort to resolve them through joint negotiations.
- 6.2. The Sublicensee User is responsible for ensuring the security of its username and password code, as well as for everything that will be done under the username and password of the Sublicensee User. The Sublicensee User agrees that it is obligated to immediately notify the Licensee of any unauthorized (not authorized by the Sublicensee User) access with the username and password of the Sublicensee User and / or any security violation. The Sublicensee User agrees that the Sublicensee User and / or the Representative of the Sublicensee User independently complete their work under their password code at the end of each session with i-Retail software (user version). All actions performed using the Sublicensee User's usernames and passwords are considered to be performed by the Sublicensee User. The Licensee is not responsible for unauthorized use of the Sublicensee User's registration data by third parties. The Sublicensee User is fully responsible to the Licensee for the actions of the Representatives of the Sublicensee User and the violation of the terms of this Offer by the Representative of the Sublicensee User is considered as a violation of the conditions of the Offer directly by the Sublicensee User.
- 6.3. In case of violation of this agreement, the Licensee shall be liable to the extent of the actual damage caused to the Sublicensee User, while the maximum liability of the Licensee to the Sublicensee User may under no circumstances exceed the actual amount paid by the Sublicensee User to the Licensee under this Agreement.
- 6.4. The Licensee under no circumstances bears any responsibility under the Agreement for: a) any actions / inactions resulting directly or indirectly from the actions / inactions of the Sublicensee User, the Representative of the Sublicensee User and / or third parties; b) any indirect losses and / or lost profits of the Sublicensee User and / or third parties, regardless of whether the Licensee could have foreseen the possibility of such losses or not; c) use (inability to use) and any consequences of use (inability to use) by the Sublicensee User of the form of payment chosen by him under the Agreement, as well as use / inability to use the Sublicensee User, the Representative of the Sublicensee User and / or third parties of any means and / or methods for transmitting / receiving information.
- 6.5. The Sublicensee User is fully responsible for all the information that it downloads, sends, transmits or otherwise makes available using i-Retail software (user version).
- 6.6. All actions performed using the Sublicensee User's usernames and passwords are considered to be performed by the Sublicensee User. The Licensee is not responsible for unauthorized use of the Sublicensee User's registration data by third parties. The Sublicensee User is fully responsible to the Licensee for the actions of the Representatives of the Sublicensee User and the violation of the Offer conditions by the Representative of the Sublicensee User as a violation of the Offer conditions directly by the Sublicensee User.

- 6.7. The Sublicensee User confirms that the Representative of the Sublicensee User has all the necessary powers to perform legal and other actions on behalf of the Sublicensee User.
- 7. CONFIDENTIALITY**
- 7.1. Each of the Parties to this Agreement undertakes to respect the confidential nature of any physical, technical, economic, financial and other information relating to each of the Parties (“Confidential Information”), and not to disclose such information to any third parties without the consent of the other Party to this Agreement, except in cases where such disclosure is required in accordance with applicable law.
- 7.2. The obligations of the Parties regarding confidentiality will not extend to publicly available information, or to information received earlier from a third Party, provided that the source of such information is confirmed.
- 7.3. In the event of termination of this Agreement, the Parties unconditionally undertake to fulfill the obligations specified in this section of the Offer within 3 (three) years after the termination of the Agreement.
- 8. WARRANTY**
- 8.1. During the term of this Agreement, the Licensee will make every effort to eliminate any failures and errors, if any, as soon as possible. At the same time, the Licensee does not guarantee the absence of errors and failures, including with regard to the operation of the software.
- 8.2. Except as expressly indicated in the text of this Agreement, the Licensee does not provide any other express or implied warranties under the Agreement and expressly disclaims any warranties or conditions with respect to non-violation of rights, compliance of the software with the specific objectives of the Sublicensee User.
- 8.3. The Sublicensee User enters into this Agreement voluntarily, while fully familiarizing himself with the terms of the Offer and the Tariff Plans, understands the subject of the Agreement, the significance and consequences of its actions in relation to the conclusion and execution of this Agreement.
- 8.4. The Sublicensee User confirms the understanding that no software is error free and is provided by the Licensee on the principle “as is” of the generally accepted world practice.
- 9. DISPUTE CONSIDERATION PROCEDURE**
- 9.1. The Parties shall resolve all disputes and claims related to the execution of this Agreement by negotiation.
- 9.2. In case of failure to reach agreement during negotiations, the interested Party is obliged, before applying to the court, to send a written complaint to the other Party, in accordance with the standards set forth in Article 11.2 of this Offer. The response to the claim must be sent within 15 (fifteen) calendar days from the date of its receipt.
- 9.3. All disputes and disagreements between the Parties will be considered in court in accordance with applicable law.
- 10. DURATION OF THE AGREEMENT, BASIS OF ITS TERMINATION, AMENDMENT OF THE TERMS OF THE OFFER**
- 10.1. This Agreement is concluded for an indefinite period. The right to use i-Retail software (user version) is granted for the license payment term in accordance with the selected Tariff plan.
- 10.2. This Agreement may be terminated at the initiative of each of the Parties.
- 10.3. Termination of this Agreement does not relieve the Parties from liability for its violation.
- 10.4. The edition of this Offer shall enter into force from the moment it is posted on the Internet at <https://i-retail.ru.com> and is valid until the Licensee withdraws this Offer.
- 10.5. The Licensee reserves the right to amend the terms of this Offer, as well as the Tariff Plans, and / or withdraw this Offer, at any time at its discretion. If the Licensee makes changes to this Offer and / or Tariff plans, such changes shall enter into force upon posting the amended text of the Offer and / or Tariff plans on the Internet at <https://i-retail.ru.com>, unless otherwise the date for the entry into force of the amendments is not additionally determined at such a placement.
- 10.6. The Sublicensee User agrees and acknowledges that the amendment of this Offer and / or Tariff Plans entails the introduction of these changes into the Agreement entered into and in force between

the Sublicensee User and the Licensee, and these changes to the Agreement enter into force simultaneously with such changes to the Offer and / or tariff plans.

**11. OTHER PROVISIONS**

- 11.1.** The Sublicensee User / Representative of the Sublicensee User expresses its consent to receive the newsletter from the Licensee, as well as system messages and notifications related to the operation of i-Retail software (user version) and the status of the Personal Account to the email address specified during registration.
- 11.2.** Statements, notifications, notifications, requirements, claims or other legally significant messages with which the law or the Agreement connects the occurrence of civil law consequences for the other party should be sent by the parties in any of the following ways: courier delivery (The fact of receipt of the document must be confirmed by the receipt of the party in his The receipt must contain the name of the document and the date of its receipt, full name, position and signature of the person who received this document).
- 11.3.** The invalidity of one or more clauses of this Agreement, if such invalidity is established by the Court, does not entail the invalidity of this Agreement.
- 11.4.** The parties specifically agreed that the exchange of documents is carried out according to the details specified in the 12th section of this Agreement.

**12. REQUISITES**

**Company Number:** 40203083986

**Address:** Matisa iela 61 - 28, Riga, LV-1009, Latvija

**Director** Kazantsev Kirill

**Prosecutor** Guntra Briede, Power of Attorney 07/27/2017

**Bank details:**

IBAN: LV72 CBBR 1124 8332 0001 0

SWIFT: CBBRLV22

Bank: AS BlueOrange Bank

Bank address: Smilšu iela 6, Riga, LV-1050, Latvija

This Offer came into force and was last updated on March 23, 2020.