

License agreement on databases and software (simple (non-exclusive) license)

Definitions used in this Agreement

Databases – database of Investors and Recipients projects, representing a set of systematized and classified information contained in the information system of the websites sm-up.com and smartupventure.com, created and formed in an objective form by the Licensor as the copyright holder of exclusive rights to databases be implemented using software and hardware.

Licensor - Smartup LLC is a legal entity that has sufficient rights to conclude this Agreement.

The website is an information resource at sm-up.ru (including English versions sm-up.com and smartupventure.com), owned by Smartup LLC, containing services, databases and related software necessary for interaction and providing information about the projects of the Recipients and Investors, for searching projects and Investors to obtain financing.

User - a person who performs any action to obtain information using the Internet in any way and for any purpose on one or several Internet websites.

Website User - a User who itself or with the help of its representative, created a registration account on the website using the mechanism for creating a website account as an Investor or Recipient.

Licensee - website User who is the acquirer of non-exclusive rights (licenses) for databases and service software of the website.

Service software (hereinafter referred to as “Software”) - technical and software capabilities that interact with databases, having independent significance along with databases, ensuring that the Licensee obtains basic capabilities for using databases, creating opportunities for their operation. Service software is supplied by the Licensor to the Licensee as part of a license to use databases. The Licensor may at any time change the composition and functionality of the software, including creating new advanced features and placing it in the subject of a separate license agreement.

The components of a complex object are the elements of the complex relating to the functioning, design, compilation of databases (and other elements), the exclusive rights to which may be transferred by other right holders to the Licensor to include their composition of rights transferred under this Agreement and included in the Agreement without self-value.

Recipient as a website User hosting the project information in order to find funding on the terms determined for each project, using Investor databases, software access to the interaction under this Agreement and other website services and receiving funding for the development of the project on the terms of the project, as it is described on the website.

Investor - a User of the website using the databases of the projects of the Recipients under this Agreement in order to search financing outside the website, providing material support outside the website, providing a lending outside the website under the terms of the placed projects of the Recipients.

The Parties - both Parties to this Agreement - the Licensor and the Licensee, referred here together.

Information - information protected by law, including company name, trademarks, objects of copyright and related rights, commercial and other secrets protected by law.

1. The Subject of the Agreement

1.1. The Licensor grants the Licensee a non-exclusive license for the right to use the website's databases for a fee in the manner and conditions set forth in this Agreement, as well as for the database serving facilities - software and components of a complex object, and Licensee may use databases and software only those rights and those ways which are provided by this Agreement. The right to use databases and software not expressly stated in this Agreement shall not be deemed granted to the Licensee.

1.2. The Agreement is concluded on the terms of this public offer by the Licensee by accepting it after going through the registration procedure on the websites sm-up.com or smartupventure.com and paying the license in full according to the corresponding tariff. Partial payment or payment in parts is not an acceptance. The interest received in part or in part in the order of Art. 317.1 of the Civil Code of the Russian Federation is not charged.

1.3. The database containing the projects published by the Users of the website is publicly available information open to the entire Internet and is provided to the Users free of charge until the Licensor changes the conditions for its provision. In this case, the acceptance of this offer is considered viewing at least one page of the specified database.

1.4. The legal relations of the Parties are subject to the Terms of Use, Provision on Disclaimer and Warranty, and Privacy Policy in full.

1.5. This Agreement is signed by the User with a simple electronic signature using the simple electronic signature key - the User's login and password on the website sm-up.com or smartupventure.com for actions requiring registration on the website, for other actions signing is to view at least one website page. The parties acknowledge the signing of this Agreement in this way as an analogue of a handwritten signature and the placement of this Agreement on the website by observing the simple written form of the transaction. The User is obliged to respect the confidentiality of the login and password on the website, as well as the data specified during the registration (e-mail, phone).

2. License

2.1. The right to use databases and software hereunder is a simple (non-exclusive) license. The Licensor retains the right to issue other licenses and the alienation of rights.

2.2. License rights are considered available to the Licensee within a day after the license is paid at the rate, or at the time of access to the contents of the databases at a free rate.

2.3. The scope of the rights granted under this Agreement (license scope) includes:

2.3.1. access to databases on selected rates;

2.3.2. the functionality of the software for the placement of projects, etc .;

2.3.3. storage of personal information; storage of information;

2.3.4. change of published information within the limits established by the Licensor;

2.3.5. copying information for use with the limitations set by the Terms of Use and Privacy Policy.

2.4. This license is granted without the right to conclude sublicense agreements.

2.5. The list of permissible actions for the use of the granted license rights under this Agreement, given in this chapter is exhaustive.

2.6. The Licensor does not provide the Licensee with the opportunities provided for in paragraph 1 of Part 1 of Art. 1280 of the Civil Code of the Russian Federation, namely the implementation of actions necessary for the functioning of a computer program or database (including during use in accordance with their purpose), including recording and storing in a computer memory (one computer or one network User), entering to a computer program or database of changes solely for the purpose of their functioning on the User's technical means, correcting obvious errors without the permission of the Licensor and without paying additional remuneration.

2.7. Licensor's protected rights are all components of the product, which includes, in addition to databases, service software and other components of a complex object.

2.8. The website sm-up.com and startupventure.com are independent copyright objects and are not the subject of this Agreement.

3. The procedure and terms of payment

3.1. For the non-exclusive rights provided under this Agreement, the Licensee undertakes to pay Licensor a license fee in accordance with the selected tariff and payments in another form. The license fee is not subject to VAT on the basis of paragraphs. 26 p. 2 Art. 149 of the Tax Code of the Russian Federation, invoices are not issued.

3.2. The Licensor has the right on the basis of documents provided by the Licensee in the order of clause 4.2.6. to set the rating of financial stability of the Licensee.

3.3. Payment of remuneration is made to the Licensor's current account specified in the tariff as a lump sum prior to granting a license to use databases and software.

3.4. Payment methods are available from the tariff menu, including electronic means of payment and the services of paying agents.

3.5. The choice of payment method from the available in each tariff remains for the Licensee.

3.6. The moment of payment is the receipt of funds to the Licensor's account.

3.7. In the event that the application is filed by the Licensee and the payment is not made within 5 (five) days, the license agreement for each tariff is considered as not concluded. The Licensor is entitled to unilaterally extend the specified period.

3.8. In case of refusal to place the Recipient's project in the Licensor's databases, the Licensee who has pre-paid the license in the interests of the defined project has the right to send a request to the Licensor for a refund. In this case, a refund is made to the account from which they were received within 10 (ten) banking days from the date the request was received.

3.9. The interests on the amount of money under this Agreement in the order of Art. 317.1 of the Civil Code of the Russian Federation are not charged.

4. Rights and obligations of the parties

4.1. The Licensor undertakes to:

4.1.1. Provide non-exclusive licenses for the use of databases and software to the Licensee after paying a license for the tariff through the use by the Licensee of the website and software, namely, registration on the website, independent search, viewing, response, placing the projects and

Investors data, other actions allowed by the service at sm-up.com or smartupventure.com at the appropriate rates.

4.2. The Licensee undertakes to:

4.2.1. Comply with the requirements of this Agreement, the Privacy Policy of the website, the Terms of Use and other rules of the Users posted on the website.

4.2.2. Provide its personal data for registration on the website in order to enter into this Agreement and for its execution. The data may be transferred by the Licensor to third parties under agreements with the Licensor subject to confidentiality conditions in accordance with Privacy Policy and Terms of Use.

4.2.3. Publish only developed, feasible projects and projects, the copyright of which it has.

4.2.4. Interact in good faith with other Users.

4.2.5. In due time and in full to make payment according to the Agreement at the corresponding tariff.

4.2.6. The Licensee, who is the Recipient, is obliged to provide the Licensor at any time upon its request with the documents necessary for the Licensor to fulfill its obligations. The list of documents may be separately clarified on the website.

4.2.7. Additional information may be requested from Licensee, who is an Investor, in order to confirm financial solvency.

4.2.8. The Licensee is responsible for the information contained in the submitted documents.

4.2.9. Read the Privacy Policy and terms of Use of the website, which consent the processing of personal data of the Licensee (its representative), constantly get acquainted with the new editions of these documents. The Licensee is considered to have signed this consent from the moment of viewing at least one page of the website, and from the time of registration on the website, is considered to have expressed consent, including, the inclusion of personal data and information in the database and its provision to the unlimited number of persons (accessibility) use of databases in the manner established by the Licensor, including (but not limited to) in order to fulfill this Agreement, for statistical purposes, for advertising purposes, in order to protect the Licensor's rights, for the implementation of the Licensor activities.

4.2.10. Comply with the terms of the Provision on Disclaimer and Warranty.

4.2.11. Register on the website sm-up.com or smartupventure.com to get access to licenses for databases and software at the appropriate rates.

4.2.12. Do not use personal data and information that has become available to it as a result of gaining access to databases for purposes other than those associated with the purpose of the website.

4.2.13. To maintain confidentiality in the further processing of personal data and information obtained from databases, not to violate the rights and freedoms of individuals when using personal data and information from databases.

4.2.14. Ensure proper information security of personal data and information obtained when using databases.

4.3. Licensee has the right to:

4.3.1. Access to databases, information from which is publicly available or to databases and software at the appropriate license rate using your Username and password to your personal

account as in Terms of Use, including publish projects after the project is approved by the Licensor and assigning a rating to the Licensee and paying a license according to the tariff;

4.3.2. Send requests for information on the work of the website.

4.4. The Licensor has the right to:

4.4.1. In accordance with the Licensee's consent to the processing of its personal data (its representative), expressed in the Terms of Use and Privacy Policy, make informational distribution by e-mail or mobile phone specified in the Licensee's personal account on the website.

4.4.2. At any time, change the terms of this Agreement, including the composition of databases, software, components of a complex object, tariffs and the procedure for granting a license and others. The new edition of the contract applies to all relationships that exist on the day of its publication, including lasting relationships.

4.4.3. Temporarily or permanently, partially or fully, depending on their own discretion, without any compensation to the Licensee, refuse to post the project on the website, block any Licensee's possibilities for violating the Terms of Use, this Agreement, contracts with other Users of the website.

5. Term and validity of the Agreement

5.1. The license for the tariff database is opened to the Licensee on the day the Licensor organizes the Licensee's access to the database after the license fee has been paid at the corresponding tariff and expires on the day to which the license specified in the relevant tariff is paid. After that, the Licensee, if necessary, to extend the publication of the project, it must pay a fee for a new term. Payment of installments in parts and return of a part of the license cost is not made, except for the cases specified in the Agreement.

5.2. The paid license is subject to activation by the Licensee within the period provided for by the respective tariff.

5.3. All terms of this Agreement apply to all licenses for databases of all tariffs. If a specific tariff establishes rules other than the terms of this Agreement, the rules of the corresponding tariff for which the license is acquired are subject to application.

5.4. The general terms of the Agreement are valid until the new edition of this Agreement comes into force.

5.5. The new edition of the Agreement comes into force from the moment of publication and extends the effect on relations of the Licensor and Licensee arising from the moment of publication, including lasting relations.

5.6. The scope of legal relations under this Agreement is the Russian Federation.

6. Responsibilities of the parties

6.1. If the Licensee fails to comply with any of the obligations specified in clause 4.2 of this Agreement, including the obligations stipulated by the Privacy Policy and the Terms of Use, the Licensor has the right to temporarily or permanently block Licensee's access and suspend or terminate the provision of rights to use the databases and services functions. The Licensor has the right to renew the license after the termination of the circumstances that gave rise to the suspension/termination of the license without renewing the license.

6.2. In the event of late payment of the license fee, the Licensee shall, at the request of the Licensor, pay the Licensor a penalty in the amount of 0.1% (zero point one tenth) percent of the amount overdue to transfer for each day of delay.

6.3. The amount of liability of the Licensor is set below the limits of liability provided for license agreements by law, and is determined by the terms of this Agreement up to the absence of liability, as well as the terms of the Provision on Disclaimers and Warranty.

6.4. In the event of a material breach of the terms of this agreement by one of the Parties, the other Party has the right to notify the Party that violated the Agreement of unilaterally refusing to perform the Agreement no later than 5 (five) days before the intended termination date. The cash balance for the unused portion of the service is not returned to the Licensee who has violated the terms of the contract and is considered a penalty.

6.5. In all other respects that are not stipulated by this Agreement, the Parties bear responsibility in accordance with the current legislation of the Russian Federation.

7. Force Majeure

7.1. The Parties shall be exempt from liability for partial or complete non-fulfillment of obligations under this Agreement if this failure resulted from force majeure circumstances (force majeure) arising after the conclusion of this Agreement as a result of emergency circumstances such as: flood, fire, earthquake and other natural phenomena, as well as war, military actions, blockade, prohibitive actions of the authorities and acts of state bodies that arose during the validity of this Agreement, which the Parties could not foresee or prevent.

7.2. In the event of the circumstances specified in clause 8.1 of this Agreement, each Party shall promptly notify them in writing to the other Party in the manner available to the Party. The notice should contain data on the nature of the circumstances, as well as official documents certifying the existence of these circumstances and, if possible, giving an assessment of their impact on the ability of the Party to fulfill its obligations under the Agreement.

7.3. In case of occurrence of the circumstances stipulated in clause 7.1 of this Agreement, the period for the Party to fulfill its obligations under this Agreement shall be postponed in proportion to the time during which these circumstances and their consequences are valid.

7.4. If the circumstances listed in clause 7.1 of this Agreement and their consequences continue for more than two months, the Parties shall conduct additional negotiations in order to identify acceptable alternative methods of performance of this Agreement.

8. Procedure for dispute resolution and arbitration clause

8.1. Disputes and disagreements arising from this Agreement or in connection with it will be resolved by the Parties through negotiations.

8.2. In case of failure to reach agreement, the dispute is submitted to the court with the use of procedural law of the Russian Federation.

8.3. The law applicable to the legal relations of the Parties is the law of the Russian Federation.