

LICENSE AGREEMENT

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PLEASE READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY. BY CREATING AN ACCOUNT AND STARTING THE USE OF WAVES ENTERPRISE VOTING SOFTWARE, YOU CONFIRM THAT YOU HAVE READ THIS LICENSE AGREEMENT AND AGREE TO IT.

1. Terms and Definitions

Account refers to an account in the Software where the information about the Licensee and the Licensee's Rights to non-activated data and commands is stored.

Licensor refers to Web3 Technology Limited Liability Company, Reg. number 1177746863645, TIN 7724417440, located at Russia, Moscow, Bersenevskaya emb., 6, bldg. 3, floor 4, suite I, room 9.

Licensee refers to an individual or a legal entity that has a registered Account and acquires the rights to use the Software in the form of the Rights to activated data and commands and/or Rights to non-activated data and commands.

WAVES ENTERPRISE VOTING software («the Software») refers to Waves Enterprise E-Voting software registered in the Russian Federal Service for Intellectual Property (Rospatent) (Certificate No. 2020616306 of 15.06.2020), which is a set of activated and non-activated data and commands that implement the voting functionality on the basis of the WAVES ENTERPRISE Blockchain platform registered in Rospatent (Certificate No. 2019662198 of 18.09.2019) and entered in the Unified Register of Russian software and databases (based on the order of the Ministry of Communications of the Russian Federation dated 07.04.2020, No. 162).

Rights to activated data and commands refers to rights to use the Software available to the Licensee without paying License fee.

Rights to non-activated data and commands refers to the rights to use the Software purchased by the Licensee for License fee.

License fee refers to the fee paid by the Licensee for the Rights to non-activated data and commands.

Website refers to a website located at the domain name <https://we.vote/>, including all its pages and subdomains.

2. The Subject

2.1. Under this License Agreement, the Licensor grants to the Licensee an ordinary (non-exclusive) license to use the Software, including the Rights to the activated data and commands and the Right to non-activated data and commands, in all countries of the world during the period provided for in this License Agreement. At the request of the Licensee and after the License fee payment, the Licensor grants the Licensee Rights to non-activated data and commands within the established limits.

2.2. In relation to the Software, the Licensee must not:

- decompile it,
- disassemble it,
- modify it, or
- create derivative works based upon the Software, in whole or in part,

except as required by applicable law.

3. Account Registration

3.1. To start using the Software, the Licensee must create an Account by filling out the registration form on the Website. Accounts are registered with the use of the functionality of the Licensor's Resources. Before using the Software, the Licensee shall read this License Agreement and the Privacy Policy available on the Website. It is technically impossible to use the Software without registering an Account and confirming that the Licensee has read and agreed to the terms of this License agreement.

3.2. After filling out the mandatory fields and reading the License Agreement, the Licensee joins (accepts) this Agreement by clicking "Register", which, in accordance with art. 428, 435, and 438 of the Civil Code of the Russian Federation, is the acceptance of the Licensor's offer and concluding the License Agreement and the conclusion of the agreement that gives rise to the Licensee's obligation to abide by the terms of the License Agreement.

3.3. When creating an Account, the Licensee must create a blockchain address and unqualified electronic signature keys. The blockchain address and unqualified electronic signature keys are created by the application from the seed phrase (a random sequence of 15 words generated by the application for each Licensee). The seed phrase is stored locally on the Licensee's device in encrypted form. The Licensee must carefully and accurately copy the words (seed phrase) and store them securely. To access the Licensee's Account on another device (different from the one on which the Licensee registered the Account), it is necessary to enter this sequence of words (seed phrase). The Licensee must keep the seed phrase confidential and ensure its safe storage.

3.4. The Licensee is responsible for keeping its sign-in credentials (login and password to access the Account, the seed phrase for creating keys of unqualified electronic signature). All actions performed in connection with or in relation to the Licensee's Account after successful authorization (i. e., entering the correct username and password) are considered to be performed by the Licensee or upon its consent.

4. Rights to Non-Activated Data and Commands

4.1. At the request of the Licensee, the Licensor grants the Licensee, for a License Fee unless otherwise provided by the Licensor, the Rights to non-activated data and commands that enable to organize voting with the use of the Software, as well as the WAVES ENTERPRISE Blockchain platform, to the extent corresponding to the Licensee's rights to non-activated data and commands. The amount of the License fee and the payment procedure are established by the Licensor independently and depend on the amount of data and commands that the Licensee needs to achieve a certain result based on the functionality of the Software.

These conditions are provided in the corresponding sections of the Website. The Licensor reserves the right to change the License fee amount and the payment procedure at any time by publishing new terms and conditions on the Website, and such changes take effect from the moment of their publication, unless otherwise specified by the Licensor.

4.2. The Rights to use non-activated data and commands are transferred by the Licensor from the moment when the "Votes" are shown in the Licensee's Account. From this moment, the Licensee receives the Rights to non-activated data and commands within the scope corresponding to the number of virtual "Votes" on the Licensee's Account, under the terms and conditions hereof. One virtual "Vote" corresponds to one real participant in one voting that can be counted with the Software when the Licensee holds the voting. The "Vote" virtual values are shown in the Licensee's Account after the Licensor receives information about the payment from third parties (payment systems, billing aggregators).

4.3. The ratio of the scope of the Rights to non-activated data and commands and the number of virtual "Votes" is determined by the Licensor and may change from time to time. The Licensor determines whether the amount of the License fee corresponds to the number of "Votes" virtual values and may change the established ratio from time to time.

4.4. The Right to non-activated data and commands is granted to the Licensee for the duration of a certain package of votes in accordance with the tariff terms, unless such right is terminated earlier in accordance with this License Agreement. These payment rates are provided in the corresponding sections of the Website.

4.5. Payment of the License fee shall be made by the Licensee in the currency of the Russian Federation (RUB) with any of the payment methods available on the Website. The amount of the License fee is determined by the Licensor based on the scope of the Rights to non-activated data and commands transferred to the Licensee.

4.6. From the moment when virtual values are shown in the form of "Votes" in the Licensee's Account, the Licensee does not have the right to demand from the Licensor a refund of License fee paid for such rights, unless otherwise expressly stipulated by applicable law. To the extent that this is not contrary to applicable law, the Licensee's failure to use the "Votes" for any reason does not constitute any grounds for the refund of the License fee paid for them, insofar as the Licensor's obligations to grant Rights to non-activated data and commands are duly fulfilled.

4.7. Payment of License fee is made by the Licensee by funds transfer with the use of the supported payment methods.

4.8. The Licensee is only granted Rights to non-activated data and commands if the Licensee effects payment for such rights in full.

4.9. If the Licensee obtained access to non-activated data and commands due to a technical fault or through deliberate actions of the Licensee, without purchasing the corresponding rights and without payment of the License Fee as prescribed in this License Agreement, the Licensee shall report this fact to the Licensor and pay the Licensing Fee, or eliminate all the consequences of the inappropriate use of the rights received. The Licensor has the right to

independently eliminate such consequences without notifying the Licensee and to withdraw the corresponding "Votes" from the Licensee's Account unilaterally.

4.10. The Licensee shall keep the documents confirming License fee payment throughout the entire period of the use of the Software, and, at the request of the Licensor, shall provide such documents, as well as the information concerning the circumstances of such payment by the Licensee.

4.11. The Licensee guarantees to the Licensor that it has the right to use the funds that it chose to pay License fee. The Licensor shall not be liable for possible illegal actions of the Licensee related to License fee payment. The Licensor reserves the right to unilaterally suspend or terminate the Rights to non-activated data and commands in relation to the Licensee if there is a suspicion that the Licensee has committed illegal actions, until the circumstances are clarified, unless otherwise expressly provided by applicable law.

5. The Term of the License

5.1 The Licensee has the right to use the Software, including activated and non-activated data and commands, in the cases provided for herein, in the Russian Federation and in other countries where the Software is available, with the use of standard tools, applications, and devices (for the avoidance of doubt, VPN services are not regarded as standard tools/applications for access).

5.2 This License Agreement is valid until December 31 of the current calendar year in which the Licensee signed on to the terms of this License Agreement. The effective term of this License Agreement shall be extended for the next calendar year unless any of the following takes place before the expiration of the specified effective term of the License Agreement:

- The Licensor decides to stop supporting the Software;
- The Licensor decides to unilaterally withdraw from this License Agreement in relation to the Licensee on the grounds provided for herein;
- The Licensee decides to stop using the Software by deleting its Account.

5.3 The Licensor has the right to withdraw from this License agreement unilaterally without a court decision at any time without notifying the Licensee and without giving reasons for the withdrawal, with immediate termination of access to the Software and possibility of its use without any compensation for any costs, losses or refunds under this License agreement if (a) the Licensor decides to stop supporting the Software, (b) the Licensee violates the terms hereof. The Licensor's deletion of the Licensee's Account is an expression of the Licensor's will to terminate this License agreement.

6. DISCLAIMER OF WARRANTY. LIMITATION OF LIABILITY

ACCORDING TO THIS LICENSE AGREEMENT, THE LICENSOR GRANTS THE LICENSEE THE RIGHT TO USE THE SOFTWARE, WHICH ENABLES THE LICENSEE TO ORGANIZE VOTING ON WAVES ENTERPRISE BLOCKCHAIN PLATFORM WITHIN THE LIMITS PROVIDED FOR HEREIN. THE LICENSEE SHALL ENSURE, INDEPENDENTLY OR WITH THE ASSISTANCE OF

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THE SOFTWARE AND THE WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY AS TO THE QUALITY, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONFORMITY TO THE EXPECTATIONS OF THE LICENSEE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ERROR-FREE OPERATION, CORRECTIONS OF DETECTED ERRORS, SEAMLESS AND CONTINUOUS AVAILABILITY.

IN ANY CASE, THE LICENSOR'S LIABILITY TO THE LICENSEE WILL NOT EXCEED 1,000 (ONE THOUSAND) RUBLES. LOST PROFITS ARE NOT RECOVERABLE.

7. The Copyright Notice

The exclusive rights to the Software, the Waves Enterprise Blockchain platform, and the website belong to the Licensor. It is prohibited to use the Software, except in the cases and under the terms and conditions provided for herein, without the Licensor's explicit prior consent expressed in writing.

8. Applicable Law and Dispute Resolution

8.1. This License agreement is governed by and interpreted in accordance with the laws of the Russian Federation.

8.2. Any disputes between the parties under this License Agreement are subject to resolution by correspondence and negotiations with the use of the mandatory pre-trial (claim) procedure. If the parties fail to reach an agreement by negotiations within sixty (60) calendar days from the date when the other party receives a written claim, the dispute must be referred by any interested party to a general jurisdiction court at the Licensor's location (such referral excluding jurisdiction of any other courts), unless otherwise expressly provided by the current legislation of the Russian Federation.

9. Final Provisions

9.1. The Licensor may at any time unilaterally change the terms of this License agreement by posting the updated text hereof on the Website. The changes will take effect when the updated version of the License Agreement is published on the Website with the details provided above, unless otherwise specified by the Licensor.

9.2. If one or more provisions of the License Agreement are recognized as invalid in accordance with the established procedure by a final court judgment, the rest of the Agreement remains in force. If the court finds one or more provisions of the License Agreement invalid, the parties undertake to fulfill the obligations assumed under the License Agreement as close as possible to those implied by the parties when entering into and/or amending the License agreement.

9.3. The Licensee confirms that they have read the Licensor's Privacy Policy. The Licensee is responsible for obtaining consent from persons participating in the voting organized and conducted by the Licensee with the Software to the Licensor's processing of their personal data in accordance with the Privacy Policy.

9.4. The Licensee is not entitled to sub-license the rights to the Software to third parties without prior written permission of the Licensor. The Licensee is also prohibited from transferring the rights and obligations under this License Agreement to third parties without prior written permission granted by the Licensor. The Licensor may assign its rights and obligations hereunder to third parties subject to a notice served to the Licensee within one (1) calendar month after the assignment of the rights and obligations hereunder to a third party.

9.5. Any notice sent to the Licensee in accordance with or in connection with this License Agreement may be made by posting the notice on the Website and/or by sending an email to the email address specified by the Licensee when creating the Account. Any notification to the Licensor shall be in writing, signed by or on behalf of the party providing it, and sent to the attention of the responsible representative of the Licensor by courier or registered mail to the address 119072, Moscow, Bersenevskaya emb., 6, bldg. 3, floor 4, suite 1, room 9. Notices will be deemed delivered: to the Licensee at the time of their publication on the Website or when an email with the notice is served to the Licensee; to the Licensor, on the day when they are received by the Licensor's representative.

9.6. The parties are released from liability for full or partial non-performance of obligations hereunder if such non-performance resulted from force majeure, including civil disorder, prohibitive acts of the authorities, natural disasters, fires, disasters, telecommunication networks and/or electrical grids failures, the effects of malicious software, as well as unethical practices of third parties aimed at obtaining unauthorized access or disabling the software or hardware complex.

9.7. If you have any questions related to this License Agreement, please contact us by email at contact@wavesenterprise.com.