

Application No. 1 to the User Agreement on
using the capabilities of the electronic platform "SPACECARGO"

LICENSE AGREEMENT

(consists in the simplified procedure of Art. 1286 of the Civil Code of the Russian Federation)

Moscow 2020

Limited Liability Company "MSK LOGISTIC", hereinafter referred to as the "Licensor", represented by General Director Kenzin Yegor, acting on the basis of the Charter, offers this offer to any legal entity or individual entrepreneur wishing to use the services of the Electronic Site "SPACECARGO", referred to in hereinafter "Licensee", to conclude a License Agreement (hereinafter referred to as the Agreement) on the following conditions:

1. The Subject of the Agreement

- 1.1. The Licensor undertakes to grant the Licensee, under a simple (non-exclusive) license, the right to use the following software product: "SPACECARGO" (hereinafter referred to as the Software Product or PP) for the purpose of organizing and conducting procurement of services (for the Shipper) or for the purpose of participating in the procurement of services (for Carriers) in electronic form on the electronic platform "SPACECARGO".
- 1.2. The right to use the software is provided to the Licensee free of charge.
- 1.3. The use of software is allowed within the limits established by this Agreement.
- 1.4. The Licensor guarantees that he is the owner of the exclusive right to the software specified in clause 1.1 of the Agreement and has the right to conclude the Agreement.
- 1.5. A licensee can be a person registered on the website on the Internet at the address: www.spacecargo.ru, and who has started using the software.

2. The order of using the PP

- 2.1. The Licensee has the right to use the PP in accordance with the provisions of the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO".
- 2.2. The licensee is not entitled to conclude sub-license agreements for the transfer of the right to use the software.
- 2.3. The Licensee does not provide the Licensor with reports on the use of the software.

3. Rights and obligations of the Parties

3.1. The licensor undertakes:

3.1.1. provide (transfer) to the Licensee the right to use the software in the manner and under the terms of this agreement and the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO";

3.1.2. within a reasonable time from the date of receipt of the relevant written notification from the Licensee, on his own and at his own expense, eliminate the software deficiencies identified by the Licensee that impede the use of the software;

3.1.3. refrain from any actions that could hinder the implementation by the Licensee of the right to use the software provided to him within the limits established by the Agreement;

3.1.4. provide the Licensee with information about the operation of the PP by posting the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO" on the website of the electronic platform;

3.1.5. inform the Licensee about software updates by posting the text of the amended documentation on the website of the electronic platform.

3.2. The Licensor has the right in case of violation by the Licensee of the terms (methods) of using the software under the Agreement and / or other obligations under the Agreement, as well as in case of revealing the provision of inaccurate information during the registration of the Licensee to terminate the User Agreement.

3.3. The licensee undertakes:

3.3.1. strictly adhere to and not violate the terms of the Agreement, as well as ensure the confidentiality of commercial and technical information obtained in cooperation with the Licensor;

3.3.2. do not take any actions that may disrupt the operation of the software;

3.3.3. not to send messages not related to the purposes of using the software to persons who did not express explicit consent to receive this information, using the data that became known to the Licensee as a result of using the software, with the exception of invitations to participate in the procurement procedure of the Licensee;

3.3.4. comply with the legislation of the Russian Federation when using the PP and not use the PP for illegal purposes;

3.3.5. familiarize yourself with the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO".

3.4. The Licensee has the right to contact the Licensor regarding the operation of the software.

4. Transfer of rights to PP

- 4.1. The right to use the software is considered to be transferred to the Licensee from the moment this Agreement is concluded.
- 4.2. The transfer of the right to use the software is carried out by providing the Licensee with the opportunity to perform actions using the SPACECARGO electronic platform from the Licensee's Personal Account on the Internet site at www.spacecargo.ru.
- 4.3. The Licensor guarantees that the right to use the software provided (transferred) to the Licensee under the Agreement belongs to the Licensor legally; The Licensor has the right to grant (transfer) the named right to the Licensee; at the time of the conclusion of the Agreement, the PP is free from any claims of third parties, both related to the PP itself and related to the right provided under the Agreement.
- 4.4. The Licensor declares that at the time of the conclusion of the Agreement he is not aware of the rights of third parties that could be violated by the granting of the right to use the software to the Licensee under the Agreement.
- 4.5. The Licensor is not responsible and does not compensate the Licensee's losses caused by violations and / or errors in the operation of the software, resulting from the illegal actions of the Licensee's employees or third parties, as well as technical failures and electrical equipment failures.
- 4.6. The Licensor does not provide any guarantees, express or implied, that the content of the software will meet the subjective requirements or expectations of the Licensee.

5. Responsibility of the Parties

- 5.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the Agreement and the legislation of the Russian Federation.
- 5.2. A Party that has not fulfilled or improperly fulfilled its obligations under the Agreement is obliged, at the request of the other Party, to compensate for the losses caused to it. The burden of proof lies with the injured Party.
- 5.3. The use of the software in a manner not provided for by the Agreement, either upon termination of the Agreement, or otherwise outside the rights granted to the Licensee under the Agreement, entails liability for violation of the exclusive right to the software established by the legislation of the Russian Federation.

6. Term of validity and procedure for termination of the contract

- 6.1. The conclusion of this agreement is carried out in accordance with Article 428 and paragraph 5 of Article 1286 of the Civil Code of the Russian Federation by joining its terms by filling in the corresponding requisite on the Electronic Site.
- 6.2. The date of this agreement is the date of its acceptance. The term of the agreement is equal to the term of the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO". Unilateral termination of this agreement is not provided.
- 6.3. Termination of the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO" terminates the obligations of the parties under this agreement.

6.4. Upon termination of the Agreement, the Licensee undertakes to immediately stop using the software.

7. Final provisions

7.1. The Licensor has the right to make changes to the License Agreement, concluded on the terms of this offer, unilaterally by notifying the Licensee of such changes on the services of the Electronic Site. The date of entry into force of the changes is the date of their publication on the website of the electronic platform.

7.2. The Parties hereby confirm that they are not confidential information or information constituting a trade secret, documents and information of the Licensee provided (reported) in accordance with the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO".

7.3. The Licensee hereby confirms that:

7.3.1. The licensee has taken all necessary measures to ensure the observance of the rights of persons whose personal data are contained in the documents and information provided (reported) in accordance with the User Agreement on the use of the capabilities of the SPACECARGO electronic platform during registration, when changes are made to these documents and information: the specified persons on the processing of their personal data, on the purposes and grounds of data processing, as well as on the intended users of the data and received their consent to such processing; provided these persons with information about the Licensor as an operator processing their personal data;

7.3.2. The Licensee has the right to transfer personal data to the Licensor for the purpose of processing such data by the Licensor. The Licensee will reimburse the Licensor for losses in the form of real damage if it is proved and established by the court that the Licensee did not have the right to transfer personal data.

8. Details of the licensor

LLC "MSK LOGISTIC"

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