INFOPULSE UKRAINE

PACE PACKAGER HUB END USER LICENSE AGREEMENT

This PACE PACKAGER HUB End User License Agreement ("Agreement") is a legal contract between legal entity (in either case the "Licensee" or "you"), and LLC "Infopulse Ukraine" ("Infopulse"), a legal entity registered under the laws of Ukraine, for the software named below ("Software"). The Software consists of Application Database Server, Web and Desktop clients.

By clicking on the "I ACCEPT" button or by copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this Agreement and Licensee represents that you are authorized to enter into this Agreement on behalf of Licensee's corporate entity (if applicable). If you do not wish to be bound by the terms of this Agreement, click the "I DO NOT ACCEPT" button, and/or do not install, access or use the Software.

NON-COMMERCIAL TRIAL LICENSE

Infopulse provides you free of charge with a right to try the Software (including, where applicable, a right to access Subscription as defined below) within the limited period of time for evaluation purposes. According to this, you may download or install the Software without purchasing the License to the Software for a fee solely to evaluate the Software suitability for your internal business requirements at your site only. In any circumstance, you may NOT use the Software in your production activity anyhow, and/or as part of your service for commercial benefit or otherwise commercialize it. Trial License can be issued to one legal entity for a particular Software version only two times. After termination of the second Trial License you should decide to purchase appropriate type of License or to delete Software from your servers and/or computers.

COMMERCIAL LICENSE TERMS AND CONDITIONS

Subject to the other terms of this Agreement, including without limitation the payment of the applicable License fee, Infopulse grants you a non-exclusive, non-transferable, non-sublicensable license to use the Software as stipulated below.

License Restrictions. In compliance with the License YOU MAY NOT:

- (a) assign, sell, sublicense, rent, lease or distribute the Software (or any portion thereof) some other way to third parties and use the Software (or any portion thereof) for time sharing, hosting or like purposes;
- (b) cause or permit reverse engineering, decompile, disassemble, make any attempt to discover the source code of the Software;
- (c) modify, translate, or create derivative works from the Software, incorporate the Software (or any portion thereof) into or with other software;
- (d) remove any Software identification, proprietary, copyright or other notices contained in the Software;
- (e) disclose the results of any benchmark tests of the Software to any third party;
- (f) make more copies of the Software than specified in this Agreement or allowed by applicable law, despite this limitation;
- (g) publish the Software or any part of the Software for others to copy;
- (h) transfer the Software, any part of the Software or rights provided herein to any third party.

You are entitled only to those rights with respect to the Software as are expressly granted by this Agreement and based on a Type of License you choose.

Your license rights will take effect subject to license fee payment and your acceptance of terms and conditions of this Agreement. No rights are granted for use of illegal copies of the Software, or for legal copies of the Software obtained by unlawful means.

TYPES OF LICENSES

The Licenses are subscription based. This means, Licensee can use the Software within specified period of time.

1. "ENTERPRISE"

This type of License is based on a single installation instance basis and can be applied to legal entities only that entered into the Enterprise License agreement with Infopulse. A single installation instance of the Software means installation of single Application Database server and unlimited number of internal Web/Desktop clients. Web/Desktop clients are intended to use by unlimited number of internal users only that has to be employed/contracted by you. At the same time, this type of License grants you the right to installing the Desktop clients for unlimited number of computers and virtual machines inside your legal entity.

However, if the Software is intended to use by external users, your legal entity must purchase "Service Provider" type of License.

Each user accessing the Software shall be fully aware of License terms and conditions and that he/she is duly authorized by Licensee and have enough knowledge and skills to comply with the License terms and conditions. Licensee shall be fully liable for any omission or breach of the License terms and conditions that may be committed by its users.

This License grants the right to use the Software **for internal purposes of a business organization purchasing this License only**, excluding any external business purposes providing services to third parties, and make copy of the Software for archival and backup support to reinstall the Software.

2. "SERVICE PROVIDER"

This type of License is based on a single installation instance basis and can be applied to legal entities only that entered into the Service Provider License Agreement with Infopulse. A single installation instance of the Software means installation of single Application Database server and unlimited number of internal/external Web/Desktop clients. Web/Desktop clients are intended to use by unlimited number of internal and external users as well. At the same time, this License grants the right to installing the Desktop clients for unlimited number of computers and virtual machines inside and outside your legal entity.

Each user accessing the Software shall be fully aware of License terms and conditions and that he/she is duly authorized by Licensee and have enough knowledge and skills to comply with the License terms and conditions. Licensee shall be fully liable for any omission or breach of the License terms and conditions that may be committed by its users.

This type of License grants the right to use the Software for internal purposes of a business organization purchasing this License, as well as for external business purposes providing services to third parties and make copy of the Software for archival and backup support to reinstall the Software.

SUBSCRIPTION

Depending on purchased License, you are provided with either one, or two, or three years of the Subscription. Subscription provides the right of upgrading to the new versions of Software released within the period of Subscription and to the Software support services.

After termination the Subscription can be repurchased on a fee paid basis for next one, two or three years upfront or on the date of Subscription termination. If the Subscription was not repurchased, Software stops working next day to the final date of the purchased Subscription. In no event will Infopulse has any liability for lost your data and/or information arising from non-repurchasing timely the Subscription by you.

PAYMENTS AND DELIVERY

You may pay subscription fee directly to Infopulse via official product web site, by means of meeting the invoice or to our authorized License resellers according to their payments conditions. Upon effecting a payment, you will be provided with access code to the Software which you have chosen or to opted Subscription. Infopulse does not return the paid License and/or Subscription fee after the license keys were issued and delivered to the Licensee.

PROPRIETARY RIGHTS AND CONFIDENTIALITY

Infopulse or its licensors retain all right, title and interest to the Software and all related intellectual property and proprietary rights. The Software is protected by applicable copyright, trade secret, industrial and other intellectual property laws. You may not

remove any product identification, copyright, trademark or other notice from the Software. Infopulse reserves any rights not expressly granted to you. "Confidential Information" means all proprietary or confidential information that is disclosed to the recipient ("Recipient") by the discloser ("Discloser"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; and (ii) as to Infopulse, and its licensors, the Software. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; (d) is independently developed by or for Recipient without use of the Confidential Information; or (e) is required to be disclosed by applicable law or court order. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement.

You acknowledge that any misuse or threatened misuse of the Software will cause immediately irreparable harm to Infopulse for which there is no adequate remedy at law. Accordingly, you agree that Infopulse IS entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of such breach or threatened breach.

THIRD-PARTY PRODUCTS

You may choose to use or procure other third-party products or services in connection with the Software. Your receipt or use of any third-party products or services is a subject to a separate agreement between you and the third-party provider. If you enable or use third-party products or services with the Software, you acknowledge that the third-party providers may access or use your data as required for the interoperation of their products and services with the Software. This may include transmitting, transferring, modifying or deleting your data, or storing your data on systems belonging to the third-party providers or other third parties. Any third-party provider's use of your data is subject to the applicable agreement between you and such third-party provider. Infopulse is not responsible for any access to or use of your data by third-party providers or their products or services, or for the security or privacy practices of any third-party provider or its products or services. You are solely responsible for your decision to permit any third-party provider or third-party product or service to use your data. It is your responsibility to carefully review the agreement between you and the third-party provider, as provided by the applicable third-party provider. INFOPULSE

DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS OR VENDORS.

PRIVACY AND DATA PROTECTION

By clicking on the "I ACCEPT" button or by copying, downloading, accessing or otherwise using the Software, you agree with the following:

To the extent strictly necessary to provide End User with the Software or Subscription Infopulse collects, uses and otherwise processes End User's data, including personal data, namely: your name, address, telephone, e-mail at Infopulse location (outside of EU) and End User consents to such processing of personal data by Infopulse for the purpose of enjoying license rights.

You are informed of your rights to obtain from Infopulse the information and access to your personal data, the rectification of inaccurate your personal data and its erasure free of charge. Infopulse shall provide End User with a copy of the personal data undergoing processing.

Upon End User's request or expiration of three years following the Subscription termination where your personal data are no longer necessary in relation to the purpose for which they were collected or otherwise processed the data shall be erased or restricted of processing unless otherwise required for compliance with Infopulse legal obligation.

Infopulse hereof undertakes to comply with all applicable legal requirements regarding privacy and data protection. Following conclusion of this Agreement, Infopulse is entitled to use and store personal data for performance of this Agreement, including billing purposes, sending Subscription notifications and for compliance with a legal obligation, which requires using and storage by law, to which Infopulse is subject.

GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by the substantive law of England and Wales, without reference to its provisions on conflict of laws. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English language.

WARRANTY

To the extent permitted by applicable law, the Software is provided to you "AS IS" without warranty, either express or implied, that Software usage will be uninterrupted and that all errors have been or can be eliminated from the Software. However Infopulse warrants to you that for a period of one (1) year the Software shall operate in substantial conformity with the Software documentation. Infopulse's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Infopulse's sole discretion, to use commercially reasonable efforts to provide you with an error correction or workaround which corrects the reported nonconformity, to provide software upgrades with corrected errors for the upcoming software release or service pack or if Infopulse determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund license fee paid for the Software. The limited warranty shall not apply to warranty claims arising out of or relating to: (a) use of the Software with hardware or software not required in the Software documentation; (b) to defects in the Software due to accident, abuse or improper use by you; or (d) to Software provided on a no charge or non-commercial trial use basis.

LIMITS ON LIABILITY

INFOPULSE IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, SUPPORT, THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF DATA CONSIDERED AS INDIRECT LOSS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW. EXCEPT IN THE CASE OF INFRINGEMENT, INFOPULSE'S TOTAL LIABILITY FOR DAMAGES OF ANY KIND IS LIMITED TO THE AMOUNT PAID FOR THE LICENSE TO THE APPLICABLE SOFTWARE GIVING RISE TO SUCH DAMAGES.

TERMINATION

Infopulse may terminate this Agreement if (a) you fail to make payment and/or (b) you fail to comply with the terms of this Agreement within fourteen (14) days after receipt of written notice of such failure. Upon any termination of this Agreement or any License, you agree to immediately discontinue any use of the Software, de-install it and destroy the Software and copies of associated databases (if any), and any copies. Upon Infopulse's request, you will provide written certification of such compliance.

Copyright © 2021 by LLC "Infopulse Ukraine". All rights reserved.