

## END USER LICENSE AGREEMENT

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Important! Before starting any use of the Program listed below (including installation, launch, etc.), carefully read the terms of its use contained in this Agreement. Any start of using the Program means the proper conclusion of this Agreement and your full acceptance of all its terms. If you do not agree to unconditionally accept the terms of this Agreement, you may not use the Program.

This end user license agreement (hereinafter referred to as the "Agreement") is a legally binding agreement concluded between the Licensors (Sole proprietor Manukyan Sirvard Armenakovna, Armenia, and Sole proprietor Evera Pelle Dmitry Cheglik, Poland) and the Licensee (you), the end user, and applies to the following Program:

### *Accounting system for small businesses "Upp"*

#### 1. TERMS AND DEFINITIONS

1.1. Licensors – Sole proprietor Manukyan Sirvard Armenakovna, Armenia, TIN 27910518, and Sole proprietor Evera Pelle Dmitry Cheglik, Poland, NIP 9671445225.

1.2. Developer – Private person Georgiy Spasskiy, ID 753275119.

1.3. Licensee is any individual or legal entity that has the rights to use the Program in its own interest in accordance with the requirements of the current legislation of the Russian Federation and this Agreement.

1.4. Program – the above-mentioned computer program (both as a whole and its components), which is a set of data and commands presented in an objective form, including source text, database, audiovisual works included by the Developer as part of the specified computer program, as well as any documentation on its use.

1.5. Using the Program means reproducing one copy of the Program by installing it and/or launching it in the manner specified by the user (technical) documentation and this Agreement.

1.6. Technical support – activities carried out by Licensors within the limits and volumes established by them to ensure the functioning of the Program, including information and consulting support.

1.7. Registration is an action aimed at creating a Licensee's Account in the Program, carried out in the manner prescribed by the license of the corresponding type.

1.8. Account – a record in the Program that stores data that allows the Licensee to be identified.

1.9. Personal Account is a closed part of the Program that allows the Licensee to work with their data and provide access to it to other Licensees. To enter your Personal Account, use the unique name and password received by the Licensee upon registration.

1.10. Business – a database created by the Licensee using the Program that allows you to keep track of orders.

- 1.11. Wallet is a database created by the Licensee using the Program that allows you to keep track of funds.
- 1.12. List is a database created by the Licensee using the Program that allows you to keep track of goods and inventory balances.
- 1.13. Schedule - a database created by the Licensee using the Program that allows you to keep records of appointments and schedules.
- 1.14. Company is a database created by the Licensee using the Program that allows you to generate and maintain records of various documents (invoices, contracts, UPD, etc.)
- 1.15. Employee – an account in the Program created by the Licensee, which allows you to provide access to other users of the Program (other Licensees) to Projects, Wallets, Warehouses, Schedules created by the Licensee.
- 1.16. Personal account – funds of the Licensee, paid by the Licensee to the Licensors on an advance payment basis, spent on paying the Licensors remuneration for using the Program. The personal account balance is displayed in the Licensee’s Personal Account.
- 1.17. Partner is a third party whose computer programs and/or hardware are used for the correct functioning of the Program.

## 2. SUBJECT OF THE AGREEMENT

- 2.1. The Licensors grant the Licensee the right to use (a simple non-exclusive license) the Program within the framework of its functionality by reproducing the Program through its installation and/or launch and exclusively for the Licensee’s own use without the right to sublicense to third parties.
- 2.2. The Program allows the Licensee (without limitation) to create Businesses, Wallets, Lists, Schedules, Companies and work with them within the existing functionality of the Program, add Employees, work with Businesses, Wallets, Lists, Schedules, Companies of other users (other Licensees), when provided them with appropriate access rights.
- 2.3. This Agreement is concluded before or immediately at the start of use of the Program and is valid throughout the entire period of its legal use by the Licensee within the term of the copyright on it, subject to proper compliance by the Licensee with the terms of this Agreement.

## 3. COPYRIGHT

- 3.1. The program is the result of intellectual activity and the object of copyright of the Developer.
- 3.2. The algorithms of the Program and its source codes (including their parts) are a trade secret of the Developer. Use of the Program by the Licensee in violation of the terms of the Agreement is considered a violation of the Developer's rights and is sufficient grounds for depriving the Licensee of the rights granted under the Agreement.
- 3.3. Licensors guarantee that they have all the necessary rights to the Program to provide them to the Licensee, including documentation for the Program.
- 3.4. Copyright in the Program is regulated and protected by international law. Responsibility for violation of these rights occurs in accordance with current legislation.
- 3.5. This Agreement does not grant the Licensee any rights to use the Trademarks and Service Marks of the Developer, Licensors and/or its partners.

3.6. The Agreement does not provide ownership of the Program and its components, but only the right to use the Program and its components in accordance with the terms of the Agreement.

3.7. The Licensee may not copy or distribute the Program and its components in any form, including source code, in any way, including renting/renting. Licensee is not permitted to use the Program in any manner where such use is inconsistent with or would violate the Agreement or applicable law.

#### 4. PROGRAM USE CONDITIONS AND LIMITATIONS

4.1. The Licensee is granted the right to create databases based on a copy of the Program and provide access to them to other Licensees.

4.2. Licensee is not permitted to use the Program in any manner where such use is contrary to or would violate applicable law.

4.3. The Licensor does not provide the Licensee with communication services, does not organize for him the opportunity to access information systems of information and telecommunication networks, including the Internet, and does not carry out activities for receiving, processing, storing, transmitting, and delivering telecommunication messages.

#### 5. ASSIGNMENT (TRANSFER) OF RIGHTS

5.1. Assignment (transfer) of rights and obligations under this Agreement is not permitted.

#### 6. TYPES OF LICENSES

6.1. There are 2 (two) types of license:

1. Free. Valid from the moment of Licensee Registration. Allows the Licensee to work with Businesses, Wallets, Lists, Schedules, Companies, to which he has been granted access by other users (other Licensees).

2. Paid. Valid when the "Admin mode" option is enabled in the Licensee's Personal Account (which makes it possible to create Businesses, Wallets, Lists, Schedules, Companies, add Employees), or if there are Employees and/or active (not "archived") Businesses, Wallets, Lists, Schedules created by the Licensee. Allows the Licensee to create Employees, Businesses, Wallets, Lists, Schedules, Companies.

6.2. The Licensee has the right to use the Program without payment of remuneration under the "Free" license for an unlimited period of time.

6.3. If the "Admin mode" option is activated in the Personal Account, the Licensee automatically changes the license type to "Paid License". At the same time, he has a Personal Account with a starting balance determined by the conditions posted in the public domain on the Internet at <https://app.upp.app/tariff.pdf>. The starting balance funds are not the Licensee's funds.

6.4. If the "Admin mode" option is disabled in the Personal Account, the Licensee automatically changes the license type to "Free". This action is possible only if the Licensee does not have Employees, active Businesses, active Wallets, active Lists, active Schedules, active Companies.

6.5. A "paid" license is paid by the Licensee to the Licensor in accordance with the terms and conditions posted publicly on the Internet at <https://app.upp.app/tariff.pdf>.

6.6. In case of a negative balance of the Licensee's Personal Account, the license automatically changes to "Free", and access to the Businesses, Wallets, Lists, Schedules, Companies created by the Licensee, including for other Licensees (added as Employees) is blocked until the Licensee replenishes his Personal Account to a positive one balance. In this case, the license automatically changes to "Paid".

6.7. When a negative balance of the Personal Account is reached, further debiting of funds is stopped. When the Personal Account is replenished to a positive balance, the debiting of funds is resumed.

6.8. Funds from the Personal Account cannot be returned to the Licensee under any circumstances.

6.9. Licensors have the right to unilaterally change the types of licenses by posting a new version of this Agreement on the Internet at <https://app.upp.app/agreement.pdf> no later than 14 (fourteen) days before the date of entry into force of such changes. Likewise, Licensors have the right to unilaterally change the terms of remuneration by posting them on the Internet at <https://app.upp.app/tariff.pdf> no later than 14 (fourteen) days before the date of entry into force of such changes.

## 7. PROCEDURE FOR USING THE PROGRAM

### 7.1. Registration.

7.1.1. In order to use the Program, the Licensee must go through the Registration procedure, as a result of which a unique Account will be created for the Licensee.

7.1.2. To register, the Licensee undertakes to provide accurate and complete information about himself and keep this information up to date. If the Licensee provides incorrect information or the Licensor has reason to believe that the information provided by him is incomplete or unreliable, the Licensor has the right, at its discretion, to block or delete the Licensee's account, as well as prohibit the use of the Program.

### 7.2. Login and password to access the Licensee's Account.

7.2.1. When registering, the Licensee independently selects a login (unique symbolic account name) and password to access the account. The licensor has the right to prohibit the use of certain logins, as well as set requirements for login and password (length, allowed characters, etc.).

7.2.2. The licensee is independently responsible for the security (resistance to guessing) of the password he has chosen, and also independently ensures the confidentiality of his password. The Licensee is solely responsible for all actions/inactions (as well as their consequences) within or using the Program under his Account, including cases of voluntary transfer or failure to maintain confidentiality of data for access to his account to third parties under any conditions (including contracts or agreements). In this case, all actions within or using the Program under the Licensee's account are considered to have been carried out by the Licensee himself, except for cases that take place after the Licensor receives from the Licensee a notice of unauthorized use of the Program under the account, sent in the manner provided for in clause 7.2.3 of the Agreement. Licensee or any violation (suspicion of violation) of the confidentiality of his password.

7.2.3. The Licensee is obliged to immediately notify the Licensor of any case of unauthorized access to the Program using his Account and/or of any violation (suspected violation) of the confidentiality of his password. For security purposes, the Licensee is obliged to independently safely shut down work under his account (the "Exit" button) at the end of each session of working with the Program. The Licensor is not responsible for possible loss of data, as well as other consequences of any nature that may occur due to the Licensee's violation of the provisions of this part of the Agreement.

### 7.3. Deleting an Account.

7.3.1. The Licensor has the right to block and/or delete the Licensee's Account, including all information created by the Licensee using the Program, without giving reasons, including in the event of a violation by the Licensee of the terms of the Agreement or the terms of other documents, as well as in the event of non-use of the Program for 50 (fifty ) calendar days. Non-use of the Program in the Agreement means the absence of data in the Licensor's archive system about activities in the Program.

7.3.2. If registration is terminated for the reasons specified in clause 7.3.1 of this Agreement, the Licensee's Account, as well as all information created with its use, is deleted. From this moment, restoration of the account, any information related to it, as well as access to the Program using this Account is impossible.

## 8. LIMITATIONS OF USE

8.1. The Licensee has no right to take actions that may entail: a) disruption of the functioning of the equipment and network of the Licensor and its Partners; b) disrupting the operation of the Program or limiting the ability of other users to use the Program; c) unauthorized access to the Program, as well as information, computing and network resources of the Licensor and its Partners; d) causing or threatening to cause damage to third parties, including by posting information and links to network resources, the content of which contradicts the current legislation of the Russian Federation.

8.2. The Licensee independently ensures the availability of equipment that meets the technical requirements for using the Program and accessing the Internet.

8.3. The Licensee warrants that it has all necessary rights to all data, computer programs or services that it uses in connection with the use of the Program, and that such actions do not violate the rights of third parties.

8.4. The Licensee may not use the Program in any manner other than as specified in the Agreement, or copy, sell or resell it or access to it, unless the Licensee has received such permission from the Licensor.

## 9. TECHNICAL SUPPORT

9.1. Licensors provide Technical support to the Licensee (except for the "Free" license), including on issues related to the functionality of the Program, operating features on standard configurations of supported operating, mail and other systems in the manner and under the conditions specified in the technical documentation for it.

9.2. Technical support is provided without payment of additional remuneration.

9.3. To provide Technical Support, the Licensor has the right to require the Licensee to provide information regarding account data, technical characteristics of the equipment and other information necessary to provide Technical Support.

## 10. LIMITED WARRANTY AND LIABILITY

10.1. The Program is provided on an "as is" basis and the Licensors do not guarantee that all of its functionality will meet the Licensee's expectations and will be applicable for its specific purpose.

10.2. The licensors do not initiate or control the placement by the Licensee of any information during the use of the Program, does not affect its content and integrity, and at the time of placement of this information does not and cannot know whether it violates the legally protected rights and interests of third parties, international treaties and current legislature.

10.3. Licensors are not liable to the Licensee for any damage, any loss of income, profits, information or savings associated with the use or inability to use the Program, including in the event of prior notification by the Licensee of the possibility of such damage, or for any claim by a third party .

10.4. If errors are discovered while using the Program, the Licensor will take measures to correct them as soon as possible. The parties agree that an exact determination of the period for eliminating the error cannot be established, since the Program closely interacts with other third-party computer programs, operating systems and hardware resources of the Licensee's equipment, and the performance and time for eliminating problems do not fully depend only on the Licensor.

10.5. If the Licensee commits actions prohibited by the provisions of clause 8.1. Agreement, the Licensors have the right, without giving reasons or any notification to the Licensee, to take measures to identify and prevent these violations.

10.6. For violation of the terms of this Agreement by the Licensee, liability is provided for by law.

10.7. Licensors are not responsible for the operation of other computer programs and equipment of its Partners used for the operation of the Program, and also does not have any obligations for their maintenance and support.

10.8. By accepting the terms of this Agreement, the Licensee automatically agrees to the terms of use of the Partners' computer programs, including the obligation to strictly comply with the requirements of legislation in the field of personal data protection, privacy, etc., in force in his country (hereinafter referred to as the applicable legislation).

## 11. VALIDITY, CHANGE AND TERMINATION OF THE AGREEMENT

11.1. On all issues not regulated by this Agreement, the Parties are guided by current legislation.

11.2. The Licensor has the right to change the terms of this Agreement unilaterally by posting the changed text on the Internet at <https://app.upp.app/agreement.pdf>.

11.3. Licensors have the right, in the event of a violation by the Licensee of the terms of the Agreement for the use of the Program, to unilaterally terminate the Agreement by notifying the Licensee.

11.4. Upon termination of the Agreement, the Licensee is obliged to stop using the Program completely.

11.5. If any provision of this Agreement is declared invalid by a competent court, the remainder of the Agreement shall remain in force.

11.6. This Agreement applies to all updates provided to the Licensee, unless when updating the Program you are asked to review and accept the new Agreement or amendments to the current Agreement.

## 12. PARTNERS

12.1. Google Inc. (USA). The program uses software and hardware resources of the Google Firebase project. The Terms of Use are available at the Internet address: <https://firebase.google.com/terms/>.

12.2. Stackblitz Inc. (USA). Terms of use are available at the Internet address: <https://stackblitz.com/terms-of-service>.

12.3. Twilio Inc. (USA). Terms of use are available on the Internet: <https://www.twilio.com/en-us/legal/tos>.

## **DETAILS OF LICENSORS**

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