

SOFTWARE LICENSE AGREEMENT

No. 1-11/20-L

THIS SOFTWARE LICENSE AGREEMENT (the “**Agreement**”), is made effective in Nicosia, Cyprus, on **November 6, 2020** (“**Effective Date**”) by and between

GURUFLOW TEAM LTD, a company (Reg.No. HE 405280), incorporated under the laws of Cyprus, with its place of business at the address: Louki Akrita, 21-23, Bellapais Court, 7th floor, Office 46, 1100, Nicosia, Cyprus, represented by Attorney Dmitriy Punin (hereinafter referred to as the “**Licensor**”), on the one hand, and

Carletta N.V., a company (Reg.No. 142346), incorporated under the laws of Curacao, with its place of business at the address: Perseusweg 27A, Curaçao, represented Attorney Ilia Zudilin (hereinafter referred to as the “**Licensee**”), on the one hand,

hereinafter together referred to as the “**Parties**” and each of them separately to as the “**Party**”, have agreed as follows:

1. **Software, License and Ownership.**

a. **Software.** “*Software*” shall mean the software in object code form specified in Exhibit A to this Agreement or any subsequent order form executed by parties pursuant to this Agreement that substantially contains the information set forth in Exhibit A (each an “**Order Form**”).

b. **License Grant.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a, nonexclusive, nonsublicensable, nontransferable, license to use the Software, solely for Licensee’s internal use worldwide during the term set forth in the applicable Order Form and subject to any additional terms set forth therein.

c. **Restrictions.** Licensee shall not (and shall not allow any end user or third party to) (i) decompile, disassemble, or otherwise reverse engineer the Software or attempt to discover any source code or underlying ideas or algorithms of the Software, (ii) remove any product identification, copyright or other notices embedded within the Software, (iii) modify or create a derivative work of the Software (except as otherwise expressly authorized by Licensor in writing), (iv) relicense, provide, lease or lend the Software to any third party, or use the Software for timesharing or service bureau purposes, (v) copy the Software or any part thereof except as provided herein, or (vi) disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

d. **Ownership.** As between the parties, Licensor shall retain all rights, title and interest in and to the Software including all modifications, derivative works or improvements, and all related intellectual property rights. Licensee shall retain all rights, title and interest in and to Licensee’s data processed and/or stored with the use of the Software.

e. **Intellectual Property Rights.** Licensor represents and warrants to Licensee that it has the unencumbered right to grant the license granted herein and that there is no claim relating to the Software based on actual or alleged violation of the intellectual property rights of any other person pending or threatened against Licensor.

2. **Fees and Payment.**

a. **Fees.** Licensee shall pay Licensor all license fees (“**License Fees**”), support and maintenance fees (“**Support Fees**”) and other fees as set forth in the applicable Order Form. Unless, otherwise set forth in the applicable Order Form, Licensee shall pay all invoices in full within fifteen (15) days of the date of receipt of the invoice.

Place of service (supply) is non-EU (Curacao). Supply of services taking place outside Cyprus in accordance with article 44 and article 196 of Council Directive 2006/112/EC.

b. **Late Fees.** Licensee will pay a late fee of one percent (1%) per month or the highest rate allowed under the law, whichever is lower, on any overdue amounts.

c. **Review.** During the term of this Agreement and for one (1) year thereafter, Licensee grants Licensor the right, at Licensor’s expense and no more than once per year, after providing to Licensee not less than ten (10) days prior written notice, to examine Licensee’s records and other information relating to the Licensee’s use of the Software, provided that such examination is conducted in a manner that is not disruptive to Licensee’s business. If this examination reveals that Licensee has not paid any fees due, then Licensee agrees to promptly pay such fees. If the underpaid fees exceed five percent (5%) of the fees actually paid for the applicable period, then Licensee shall also pay Licensor’s reasonable costs of conducting the examination. Additionally, at Licensor’s written request, not more frequently than annually, Licensee shall furnish Licensor with a signed certificate verifying that Licensee is using the Software within the terms of this Agreement.

3. Maintenance and Support. In consideration for Licensee's payment of the Support Fees specified in the applicable Order Form, if any, Licensor will provide support and maintenance services for the Software as specified in Exhibit B attached hereto ("Support Services"). Professional services relating to implementation of the Software are not provided as part of Support Services.

4. Confidentiality.

a. Confidential Information. The parties agree that (i) the Software, pricing, discounts and other terms offered to Licensee, including, without limitation, the material terms of this Agreement, any functional limitations of, or errors in, the Software, are the confidential property of Licensor, and (ii) any other confidential business, technical, financial or other information disclosed by one party to the other pursuant to this Agreement is the confidential information of the disclosing party (collectively, "Confidential Information"). Except as expressly allowed in Section 4(b) or elsewhere herein, each party shall hold in confidence and shall not use or disclose to any third party any Confidential Information of the other party. The restrictions of this Section shall apply for the greater of (i) the term of this Agreement and for two years thereafter, (ii) the time period dictated by any applicable law, statute or regulation, or (iii) for any Confidential Information that constitutes a trade secret, as long as such Confidential Information remains a trade secret under applicable law.

b. Permitted Disclosure. A party shall not be obligated under Section 4(a) with respect to information that it can document: (i) is or has become readily publicly available without restriction through no fault of such party or its personnel, (ii) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information, (iii) was rightfully in such party's possession without restriction prior to its disclosure by the other party, (iv) independently developed without use of the Confidential Information, or (v) or as otherwise required by law or regulation.

5. Warranty; Disclaimer. Licensor warrants that for a period of twelve months from Licensee's first acquisition of Software that such Software will materially conform to Licensor's user documentation delivered to Customer. This warranty only covers reproducible errors reported to Licensor in writing during the warranty period. Licensee's exclusive remedy for breach of this warranty shall be prompt correction or replacement of the Software affected or, if Licensor is unable to do so, then to cancel the license for the defective Software and receive a refund of the License Fees paid for the defective Software. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. EXCEPT AS SET FORTH ABOVE, LICENSOR DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, SUPPORT SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liabilities. EXCEPT FOR A BREACH OF SECTIONS 1 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF GOODWILL OR LOST DATA, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND WITH THE EXCEPTION OF LICENSOR'S EXPRESS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, LICENSOR'S AGGREGATE LIABILITY TO LICENSEE UNDER THIS AGREEMENT AND RELATING TO (A) DEFECTIVE SUPPORT SERVICES, SHALL NOT EXCEED THE FEES PAID BY LICENSEE DURING THE THEN-CURRENT ANNUAL SUPPORT SERVICES TERM; OR (B) THE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO LICENSOR WITH RESPECT TO THE SOFTWARE GIVING RISE TO THE CLAIM.

7. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect until terminated as set forth below. Each Order Form will have its own term as specified therein.

b. Termination. This Agreement may be terminated as follows: (i) by Licensor, immediately, for any violation by Licensee of the scope of the license rights granted herein; (ii) by either party upon thirty (30) days written notice if the other party shall be in breach or default of any material provision of this Agreement, unless such breach is cured before the end of such thirty (30) day period, or (iii) automatically if at the end of the Initial Term or a Renewal Term (as defined in Exhibit A) this Agreement is not renewed as set forth in the applicable Order Form.

c. Effect of Termination. Upon any termination hereof, (i) all rights and licenses granted to Licensee shall immediately terminate and Licensee shall immediately cease use of and return or destroy all copies of the Software, and (ii) any rights to payment, any right of action for breach of the Agreement prior to termination, and the following provisions shall survive: Sections 1(c), 1(d), 2, 4, 5, 6, 7(c), 8 and 9.

8. Indemnification.

a. Licensor shall defend or settle at its expense any claim or suit (an "Action") against Licensee, arising out of or in connection with an assertion that the Software or the use thereof as specifically authorized by Licensor, infringes any patent in existence as of the Effective Date, copyright or trademark rights or misappropriates a trade secret of any third party; provided that Licensor shall have no obligation under this Section to the extent any claim of infringement or misappropriation results solely from (i) use of the Software in combination with any other hardware or software supplied by any third person or entity other than Licensor; (ii) any alteration or modification of the Software not provided or authorized by Licensor; or (iii) use of the Software in a way not intended by Licensor, if such infringement would not have occurred but for such combination, alteration, modification or unintended or unauthorized use of the Software (collectively the "Indemnification Exceptions").

b. Licensee shall defend or settle at its expense any Action against Licensor, and each of its directors, officers, agents, employees and sublicensees to the fullest extent permitted by law, arising out of or in connection with or related to any of the foregoing Indemnification Exceptions.

c. As an express condition to the foregoing indemnity obligations, the party seeking indemnity shall (i) promptly notify the indemnifying party in writing of any such actual or threatened loss, suit, claim, liability, expense or proceeding, (ii) allow the indemnifying party, at its own expense, to direct the defense of such suit, claim or proceeding, (iii) give the indemnifying party all information and assistance reasonably necessary to defend such suit, claim or proceeding, and (iv) not enter into any settlement of any such suit, claim or proceeding without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed.

d. Should Software become, or in Licensor's opinion be likely to become, the subject of a claim for which Licensor is required to indemnify pursuant to this Section, Licensor may, at its discretion, (i) obtain for Licensee, at no additional cost to Licensee, the right to continue using the Software under this Agreement; (ii) modify or replace the Software or part of the Software in a manner so that such modified or replacement software provides the same or better functionality as the Software, at no additional cost to Licensee, to avoid such claim, or (iii) if Licensor determines that neither (i) or (ii) is commercially feasible, terminate the license to the applicable Software and refund the License Fees paid for the Software, prorated over a five (5) year term from the Effective Date. THIS SECTION 8 STATES LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMED, POTENTIAL OR ACTUAL INFRINGEMENT.

9. General Provisions.

a. Governing Law. This Agreement shall be governed by and construed under the laws of the Republic of Cyprus. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party. Unless waived by Licensor in a particular instance, the parties hereby submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought in the Courts of Cyprus.

b. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Licensee, by operation of law or otherwise, without the prior written consent of Licensor. It shall be deemed unreasonable for Licensor to withhold consent where a requested assignment does not increase the use of the Software (e.g., a transaction which does not result in combining Licensee's operations with additional third parties operations). Licensee shall be responsible for any breach of this agreement by such parties. Licensor may assign this Agreement in whole or in part. Any attempted assignment in violation of this Agreement shall be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.

c. Escrow. Upon Licensee's written request, Licensor shall place the source code for the Software into escrow account with Benelux Office for Intellectual Property (BOIP) for the benefit of Licensee, subject to Licensee's payment of all applicable escrow fees.

d. Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

e. Entire Agreement. This Agreement, including the exhibits hereto, contains the entire understanding of the Parties with respect to the matters contained herein and supersedes all prior agreements or discussions between the parties with respect to the matters contained herein.

f. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision of this Agreement, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in this Agreement.

g. Modification and Waiver. Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of the party against whom such modification or waiver will be enforced. No terms contained in a Licensee purchase order or similar document will be binding on Licensor unless both parties execute the same as an addendum to this Agreement.

h. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties including but not limited to strikes, blockade, war, revolutions or riots, natural disasters, refusal of license by the government or other governmental agencies or other stipulations or restrictions by the authorities, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable costs.

i. Counterparts. This Agreement is executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument.

j. Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a recognized commercial courier service to the other party at its address set forth herein, or such new address as may from time to time be supplied hereunder by the parties.

10. Marketing

a. Use of Logos. Licensee grants Licensor a limited, non-exclusive right to place Licensee's trademarks and logos on Licensor's web site and marketing materials solely for the purpose of identifying Licensee as a customer of the Software.

b. Press releases. Licensee grants Licensor the right to issue at least two press releases regarding the parties' relationship: the first when Licensee is signed as a customer, and the second when Licensee is operational on the Software. Licensee and Licensor must mutually agree upon the language in the press release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR

GURUFLOW TEAM LTD

Company number: HE 405280

Address: Louki Akrita, 21-23, Bellapais Court, 7th floor,
Office 46, 1100, Nicosia, Cyprus.

Bank Details:

Bank: PAYSTREE LTD,

Bank address: Southbank House, Black prince Rd.,
Lambeth, London, England, SE1 7SJ, UK

SWIFT: PYYTGB21XXX

Account IBAN (SEPA only!):

GB89PYYT00993721100054

LICENSEE

Carletta N.V

Company number: 142346

Address: Perseusweg 27A, Curaçao.

Attorney  Dmitriy Punin

Attorney  Ilia Zudilin



EXHIBIT A

SOFTWARE; LICENSE FEES; SUPPORT FEES AND ADDITIONAL TERMS
(Initial Order Form)**Software:**

GURU Platform Suit is a server-based end-to-end customer relations management system. The modules are provided as separate computer programs set forth, at a high level include the following:

- **GURU Core platform** – Online Platform for licensed providers of online casino and sport betting service. Available on Windows, MacOS, iOS, Android, Linux operation systems. Is equipped with own CRM to monitor and configure interactions with customers and partners in the Platform.
Provides:
 - ✓ Secure storage of basic customer information;
 - ✓ Differentiation and management of access rights for CRM Users, with the ability to log all User actions in the Platform;
 - ✓ Creation of detailed management reports on clients' activities in the Platform;
 - ✓ Flexible configuring of the bonus system, according to the established rules
 - ✓ Generation and export of financial reports and statements;
 - ✓ Localization for a specific regions by clients' language and currency preferences;
 - ✓ Uploading, installing, configuring and prioritizing of online gaming applications;
 - ✓ Opening of competitions with different conditions and duration;
 - ✓ Logging and audit of all key processes of the system;
 - ✓ Uploading system settings from user files;
 - ✓ Monitoring of critical states of the system and its integration components;
- **GURU Cash Desk** – provides the ability to conduct transactions with customers using a wide range of payment methods. The platform supports multicurrency and is flexibly configured for any geo, and integrates with various payment methods. The system provides security for customers and guarantees reliable data transfer between users and payment providers, which is certified by PCI DSS.
Payment methods supported:
 - ✓ Bank cards: Visa, MasterCard, Maestro, МИР;
 - ✓ E-Wallets: Neteller, Skrill, Qiwi, YandexMoney, WebMoney, Advcash, Ecopayz, Exmo, Muchbetter, Payeer, Perfect Money;
 - ✓ Local payment providers: Jetton Wallet, Jeton Voucher, Paykassa, Pay4Fun, Papara, CEP Bank, Multibanko;
 - ✓ Wire transfers to/from banks in Europe, South and Central Asia, Africa, Latin America
- **GURU Affiliate & traffic generated tool** – provides services for the placement of online marketing campaigns CPA / RevenueShare / Hybrid. Available on Windows, MacOS, iOS, Android, Linux operation systems. Has three language localizations (Russian, English, Portuguese).
Provides:
 - ✓ Clear event-driven statistics and analytics in real time;
 - ✓ Large selection of adjustable promo materials;
 - ✓ Scaling GEO-referencing lists;
 - ✓ Postback / API integrations for statistics data;
 - ✓ Prompt settlements;
- **GURU Marketing & Segmentation tool** – provides a tool-box for automation of relations with customers
Provides:
 - ✓ User segmentation according to the rules;
 - ✓ Generation of triggered E-mail / SMS chains;
 - ✓ Generation of promo E-mail / SMS mailing;
 - ✓ Generation and publication of informational Pop-ups in targeted internet-sites;
 - ✓ Generation of analytics and statistics reports for all scheduled marketing activities;
- **GURU CRM & User Management tool** – allows to automate and improve customer relations and tune business processes, based on the deep analysis of recorded information and behavior patterns.

License and Support Fees; Exhibit Term:

Licensee shall pay the following License Fees on a monthly basis for an initial term of **one (1) year** from the Effective Date of this Agreement (the "Initial Term"):

Initial Term License Fee Schedule		
Modules	Support Services man-hours (included)	License Fee EUR.
GURU Core platform	50	178 500
GURU Cash Desk	30	119 000
GURU Affiliate & traffic generated tool	20	119 000
GURU Marketing & Segmentation tool	20	89 250
GURU CRM & User Management tool	50	89 250
Monthly TOTAL	170	595 000

If the support services rendered in a lower amount than 100 hours per month, the license fee shall be charged by the formula: spent hours of support*3000 euro = license fee per month

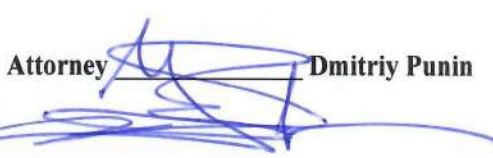
This Exhibit shall commence on the Effective Date of the Agreement and shall remain in full force and effect for Initial Term set forth above. This Exhibit shall automatically renew at the end of the Initial Term (and thereafter) for additional periods of twelve (12) months (each a "Renewal Term") at Licensor's then-current fees (provided that Licensor provides notice of any increase in fees to be applicable during the next Renewal Term at least sixty (60) days prior to the end of the then-current term), unless terminated by either party by written notice no less than thirty (30) days prior to the end of the then-current term. Solely for the purposes of this Exhibit, the Initial Term and any Renewal Term(s) are referred to as the "Exhibit Term".

The monthly License Fee for the first month is due on the Effective Date of the Agreement. The monthly License Fees for the balance of the Exhibit Term are payable within 15(fifteen) days after the receipt of the invoice.

Support Services included in the monthly License Fees during the Exhibit Term are limited by the volume on the basis of man-hours as set forth in the Exhibit Schedule. In case if the volume of support Services provided by the Licensor to the Licensee during a calendar month exceeds the limit, the Licensor shall include the extra Service Fee on the invoice issued for the next monthly period.

LICENSOR

GURUFLOW TEAM LTD

Attorney  **Dmitriy Punin**

LICENSEE

Carletta N.V

Attorney  **Ma Zudilin**



EXHIBIT B

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

1. **SUPPORT SERVICES.** Support Services consist of (a) E-Mail Support and Telephone Support provided to designated Licensee technical support contact(s) concerning the installation, use, and resolution of Issues relating to Supported Releases of the Software, and (b) the provision of any Updates at no additional cost to Licensee. Licensee may designate up to four (4) Licensee technical support contacts to request Support Services. All Licensee support contacts must be trained in the use of Software. Licensor provides E-Mail Support and Telephone Support Monday through Friday during the following hours: 9:00 am to 8:00 pm EET/EEST, excluding holidays. In addition, Licensor provides support 24 hours per day, 7 days per week, for Severity Level 1 issues only.

2. **DEFINITIONS.**
 - 2.1. "Dependent Products" means the third party operating systems, databases or other third party software products with which Software was intended to inter-operate.
 - 2.2. "Certified Dependant Products" or "Certify" means Dependant Products that Licensor has designated for use with Supported Versions of the Software.
 - 2.3. "E-Mail Support" means electronically generated Support Services provided in response to electronically transmitted inquiries by Licensee.
 - 2.4. "Issue" means an error, question, or other issue related to Supported Releases of the Software for which Licensee needs Support Services assistance. Licensor provides Support Services for Issues that are reproducible a Support Release, running unaltered, and on an appropriate hardware, database and operating system configurations.
 - 2.5. "Major and Minor Releases." Licensor may release the Software with release numbers in the form x.y.z (e.g., 2.1.5). A "Major Release" is defined as all releases with the same first digit in the release number; for example, 2.0.0, 2.0.1 and 2.1.0 are all part of the same Major Release. A "Minor Release" is defined as all releases with the same first and second digits in the release number; for example, 2.1.0, 2.1.1, and 2.1.2 are all part of the same Minor Release. A "Maintenance Release" is defined as an individual release with a unique combination of three digits in the release number; for example, 2.1.5 is a Maintenance Release.
 - 2.6. "Supported Release" means a Major, Minor or Maintenance Release for which Licensor provides Support Services as set forth in this Section. Licensor will support all releases within a given Major Release for twelve months after general availability of the first subsequent Major Release. For example, Licensor will support all 2.x.y releases for twelve months after 3.0.0 is generally available. Licensor will also support the last Maintenance Releases within a Major Release until the second subsequent Major Release is generally available. Continuing the previous example, if 2.1.5 is the last Maintenance Release within the 2.x.y Major Release, then Licensor will support 2.1.5 until 4.0.0 is generally available.
 - 2.7. "Telephone Support" means Support Services telephone assistance provided by Licensor to the Licensee technical support contact concerning the installation and use of the Software.
 - 2.8. "Update(s)" means revisions to the Software that correct defects, errors or bugs or incorporate minor enhancements to the functionality that Licensor in its discretion makes generally available to its customers who subscribe to Support Services in the form of Major Releases, Minor Releases and Maintenance Releases. Licensor will notify Licensee of all Updates available for the Software licensed by Licensee. Licensor will make such Updates available to Licensee at no additional cost.

3. **SUPPORT SERVICES REQUESTS.** Licensee shall use the methods described in Section 1 above to engage Licensor Support Services. Licensor will use commercially reasonable efforts to resolve Issues. Licensor may use any reasonable resolution method available (e.g. fixes, workarounds, etc.) to resolve an Issue. Licensor will classify and respond to reported Issues according to the Severity Levels and response periods set forth in Appendix A to this Exhibit. Licensor does not guarantee resolution to Issues within the response period, only response to initial calls. Failure to contact a Licensee within the response time period because the Licensee is

unavailable (e.g. phone busy, no answer, in a meeting, or out of the office) does not constitute Licensor's noncompliance with the response commitment.

4. **NON-LICENSOR ISSUES.** If Licensor reasonably believes that a problem reported by Licensee may not be due to an Issue related to the Software, Licensor will notify Licensee. At that time, Licensee may (1) instruct Licensor to proceed with Issue determination at Licensee's possible expense as set forth below, or (2) instruct Licensor that Licensee does not wish the Issue pursued. If Licensee requests that Licensor proceed with Issue determination at Licensee's possible expense and Licensor reasonably determines that the issue was not due to an Issue in the Software, Licensee shall pay Licensor's then-current and standard consulting rates for all work performed in connection with such determination, plus reasonable and necessary related expenses incurred therewith. Licensee shall not be liable for (i) Issue determination or repair to the extent problems are due to an Issue in the Software, (ii) work performed under this paragraph in excess of Licensee's instructions, or (iii) work performed after Licensee has notified Licensor that it no longer wishes work on the Issue determination to be continued at its possible expense (such notice shall be deemed given when actually received by Licensor).
5. **WHAT IS NOT INCLUDED UNDER SUPPORT SERVICES.**
 - 5.1. Training. Support Services do not cover in-depth training. If training in the use of the Software will take more than thirty minutes of a support engineer's time, Licensor will refer Licensee to implementation services. Licensor provides implementation services are on a time and materials basis at Licensee's request.
 - 5.2. Assistance in the configuration of the Software. Support Services do not include assistance in developing Licensee's specific configuration requirements. Depending upon the nature and complexity of the consulting request, Licensor will refer Licensee to Licensor implementation services.
 - 5.3. Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications. Licensor does not provide these services.
 - 5.4. Assistance with the installation and configuration of hardware including, but not limited to computers, hard disks, networks, and printers. Licensor does not provide these services.
 - 5.5. Support Services for Non-Supported Releases. Licensor only provides Support Services for Supported Releases. Licensee may request Support Services for a non-supported release on a time and materials basis.
 - 5.6. Modified versions of the Software. Unless previously approved by Licensor in writing, Licensor shall have no obligation to support: (i) any portion of the Software that has been modified; or (ii) Issues caused by use of Software other than as specified or contemplated in the related documentation.
6. **REPRODUCING ERRORS.** In order to resolve an Issue, Licensor must be able to reproduce the Issue. Both parties will use reasonable efforts to reproduce the Issue. Licensor provides Support Services on a remote basis only. Licensor will, in Licensor's own test facilities and using Licensor's own test data, use commercially reasonable efforts to reproduce and diagnose Issues that arise from Licensee's operation of Supported Releases. Licensor recommends that Licensee provide Licensor with remote access in such instance if possible. Licensee may request on-site Support Services on a time and materials basis.
7. **CERTIFIED AND SUPPORTED CONFIGURATIONS.**
 - 7.1. Licensor shall not be obligated to provide Support Services for an Issue that arises from the use of the Software in conjunction with any third party software product that inter-operates with the Software, unless such third party product is a Dependent Product.
 - 7.2. For each Major Release and Minor Release of the Software, Licensor shall certify at least one version of each of the Dependent Product(s). Such version of each Dependent Product will be generally available for not less than six months and not more than twenty-four months prior to such Major Release or Minor Release of the Software.
 - 7.3. If a Certified version of a Dependent Product ceases to be maintained or supported by the Dependent Product Developer, such version will remain Certified and supported by Licensor until sixty days after Licensor Certifies a subsequent version of such Dependent Product or a substitute Dependant Product.
8. **SUPPORTED RELEASES.**

Licensor will provide Support Services for specific Releases of the Software as follows:

- 8.1. Licensor will support each Major Release for thirty-six months from the initial date of general availability. During this thirty-six month period, Licensor will support at least one Minor Release or Maintenance Release; not all releases will necessarily be supported for the entire thirty-six month period.
- 8.2. Licensor will provide Licensee twelve months notification of its intent to decertify a Major Release of the Licensed Software.
- 8.3. In the event that Licensee encounters an Issue which has been fixed in a newer Maintenance Release of the same Major Release, Licensee agrees to upgrade to the newer Maintenance Release in lieu of receiving a patch to fix the Issue.

APPENDIX A TO EXHIBIT B OF THE LICENSOR SOFTWARE LICENSE AGREEMENT

Severity Level Standards

Severity	Response Time	Action Plan Delivery	Support Mode	Resolution Target Time
1	2 hours	Preliminary: 8 hours Detailed: 24 hours	<i>Continuous, dedicated</i> until <i>restored</i> . Thereafter, Licensor will work during standard operating hours until <i>resolved</i> .	As quickly as possible, with updates every 4 hours.
2	Next business day	Detailed: Next business day	<i>Non-continuous, Dedicated</i> until <i>restored</i> . Thereafter, vendor will work during standard operating hours until <i>resolved</i> .	As quickly as possible, with daily updates.
3	Next business day	N/A	<i>Non-dedicated, non-continuous</i> .	Corrected with a normal minor or major product release.
4	2 Business days	N/A	<i>Non-dedicated, non-continuous</i> .	None, unless escalated.

Definitions:

Severity Levels:

- *Severity 1* – The Software is unusable, resulting in a critical impact on the operation. No workaround is available. Severity 1 Issues are limited to production critical events. Most Issues encountered during the development or implementation phase of a project will be classified as Severity 3 or Severity 4. At times it may be appropriate to escalate a development problem to Severity 2.
- *Severity 2* – The Software will operate but its operation is severely restricted. No workaround is available to remedy restrictions.
- *Severity 3* – The Software will operate with limitations that are not critical to the overall operation. For example a workaround forces a user and/or a systems operator to use a time consuming procedure to operate the system; or removes a non-essential feature.
- *Severity 4* – Licensee can use the Software and all functionality with only slight inconvenience.

Action Plan:

- *Preliminary* – A preliminary action plan consists of a succinct list of tasks to be performed by Licensor, Licensee, and in some cases, third-party resources. Licensor delivers the preliminary action plans for Severity 1 Issues to ensure a coordinated response.
- *Detailed* – A detailed action plan is a detailed list of tasks that includes task descriptions, task owners, and target delivery/follow-up times.

Support Modes:

- *Continuous* – Licensor support staff works on the Issue on a 24x7 basis.

- *Non-continuous* – Licensor support staff works on the Issue during normal hours of operation.
- *Dedicated* – Licensor's support staff assigned works *exclusively* on the Issue.
- *Non-dedicated* – Available Licensor support staff manages the Issue non-exclusively, simultaneously with other support operation requirements.

Resolution Status:

- *Restored* – the Software or application that it supports is back up and running, although the underlying problem is not yet resolved.
- *Resolved* – the Issue has been conclusively fixed.

LICENSOR

GURUFLOW TEAM LTD

Attorney

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LICENSEE

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