

End User License Agreement («EULA», «Agreement») for the software products of Office Flexispace LLC («the Provider»)

IMPORTANT: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY:

This Agreement for the Provider's software products is a legal agreement between you or the company you are authorized to represent («You») and the Provider. This Agreement governs the installation and use of the Office Flexispace computer software («the Software»), all printed and electronic manuals, bulletins, and online help («the Documentation»), and any modifications, updates, changes, or enhancements you receive from the Provider or its authorized dealers.

You acknowledge and accept the terms and conditions of this Agreement by installing or using this Program. This Agreement limits and excludes warranties and remedies with respect to the Program, exempts the Provider and others from or limits their liability, and contains other important provisions that You should read. Your access to or use of the Program may also be subject to Your acceptance of separate agreements with the Provider and/or third parties.

BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE PROGRAM, YOU REPRESENT AND SIGN YOUR AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT, AND IF YOU ARE AN INDIVIDUAL REPRESENTING THE COMPANY OR OTHERS, YOU REPRESENT AND GUARANTEE THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT AND AGREE TO THE AGREEMENT ON BEHALF OF THE COMPANY OR OTHERS WHOM YOU REPRESENT OR ON WHOSE BEHALF YOU INSTALL OR USE THE PROGRAM.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CANCEL THE INSTALLATION PROCESS AND STOP USING THE PROGRAM.

IF YOU ARE USING THE TRIAL VERSION OF THE PROGRAM, ACCESS TO THE PROGRAM WILL BE DISABLED UPON THE EXPIRATION OF THE TRIAL LIMIT.

1. Refund Policy

When You pay for a subscription to the Program (as defined below), You do not have the option of a refund of Your advance payment, however, such refunds may be granted by the Provider as mutually agreed upon, which should be notified to the Provider by email to support@officeflexispace.com. You may terminate Your subscription in accordance with the Term and Termination Section of this Agreement.

2. Granting Access to the Program

By granting access to the Program, the Provider grants the right to use the Program under this Agreement for its intended purpose. Subject to Your compliance with all terms and conditions of this Agreement, the Provider hereby grants You a limited, non-exclusive, non-transferable, non-sublicensable license to use the Program in accordance with the terms set forth in this Agreement for use in Your business or profession for the term of Your subscription. The granting of rights under this Agreement to the Program does not constitute a sale of the Program or any part thereof and does not transfer any ownership rights in the Program. The Provider reserves all rights not expressly granted under this Agreement, and You hereby acknowledge that all ownership rights in the Program and all related intellectual property rights are and will remain with the Provider. If You purchase a subscription license, You may use the Program only during the subscription period for which the Provider has activated Your right to use the Program. Subscription fees may change from time to time with ten (10) business days prior notice. To use the subscription, the Program must be accessed from a computer connected to the Internet and equipped with the necessary hardware resources and third-party system software.

In case You purchased a local license, the terms of use of the Program are determined by an additional License Agreement between You and the Provider.

3. License Restrictions

This Agreement does not include the right to do any of the following, and You agree to refrain from doing any of the following:

- a. You may not make copies, translations, or modifications of the Program or any of its parts without the Provider's explicit consent to do so.
- b. You are expressly forbidden from using the Program for the purpose of offering the Program to other users, including but not limited to charging those users for access to the Program.
- c. You may not reverse engineer, reverse translate, disassemble, or decompile the Program or any of its parts, or otherwise attempt to discover the source code or structural design of the Program.
- d. You may not create derivative works based on the Program by modifying, altering, or translating the Program code.
- e. You may not hide or remove any copyright or trademark notices from the Program.
- f. The Provider reserves all rights not explicitly granted to you in this Agreement.

4. Terms of Use for the Program by Subscription

The following applies if You use the Subscription Program to electronically process, store, retrieve, and transmit data provided by You («the Data»).

a. Fees and Charges. Your use of the Program will result in the payment of fees as set forth on the Provider's website. Access fees may change from time to time and will be posted on the website at least ten (10) days in advance of such changes. You must make Your own prepayment for the right to access the Program, using the account information set forth in the Payment Information section of the Program Administrator's Office. During the period of use of the Program, the prepaid amount («the Subscription Fee») is automatically decreased daily in the personal area of the PC Program administrator by an amount calculated by the formula:

*cost per billing unit / number of days in a month * number of billing units,*

where «billing unit» is a workplace/parking space available for booking in the Program. The accounting of billing units number is automatic and is displayed in the personal office of the PC program administrator. In case You do not make an advance payment for the next period of the Program usage, access to the Program is automatically terminated (the state of the Account Blocking comes, and the data is not destroyed). The access can be restored (the Account Unlocking) after the prepayment of the next usage period.

b. Security. The Provider agrees to use reasonable care to prevent any unauthorized access to the Data. Each party agrees to promptly notify the other party of any unauthorized access or use of the Program or the Data. Each party agrees to use all reasonable efforts to take steps to correct such unauthorized access. The Provider shall not be liable for any damages incurred by You in connection with any unauthorized access to or disclosure of the Data as a result of Your actions, the actions of any third party, or the failure of electronic or other security measures.

c. The Program Outage. The operation of the Program (access to the Program) may be temporarily interrupted or curtailed due to hardware and server software modifications, upgrades, relocations, repairs, and other similar activities required during the Program operation and upgrade period. In case of a temporary discontinuance of Program service, no reduction in the cost of use will be made. Under no circumstances the Provider is liable for damages caused by temporary interruption of Program operation.

The Provider shall not be liable for, and shall be exempt from, any interruptions, delays, failures, errors, or defects in transmission or non-delivery or delay in delivery or performance due to causes beyond the Provider's control, including, but not limited to, interruptions in communications/networking facilities, technical failures on the third-party side that may have affected the Program availability, civil commotion, terrorist actions, transportation problems, power outages, or communications, failure of suppliers or subcontractors, fire, natural disasters. Because the Program is accessed via the public Internet, temporary interruptions in network connectivity may occur from time to time. Internet traffic is typically routed through many different public Internet service providers en route to the destination. The Provider is not responsible for interruptions or delays in transmission, errors or defects in transmission, or failure to transmit if caused by any public Internet Service Provider.

5. Disclaimer of Warranties

a. THE PROVIDER DOES NOT GUARANTEE THAT THIS SOFTWARE IS FREE FROM BUGS, VIRUSES, DEFECTS, ERRORS, OR OMISSIONS. THE PROVIDER IN PARTICULAR DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (I) MERCHANTABILITY; (II) SUITABILITY FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT. IF YOU ARE ACTING AS A CONSUMER, SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE MAY NOT APPLY TO YOU.

b. THE PROVIDER SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE PROGRAM ON OTHER COMPUTERS OR OPERATING SYSTEMS, YOUR MISUSE OR MISAPPLICATION OF THE PROGRAM, OR ANY MODIFICATIONS OR UNAUTHORIZED REPAIRS. THE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RELATED TO OR RESULTING FROM THE USE OR DISCONTINUANCE OF THE PROGRAM OR ANY OTHER SERVICES PROVIDED BY THE PROVIDER.

6. Disclaimer Regarding Links to External Websites

The Program may contain links to other sites on the Internet that are owned and operated by third parties that are not under the control of the Provider. The Provider provides links for Your convenience only and makes no guarantees regarding the actions of such third parties or the security of information sent to such third parties when You use their websites. Under no circumstances the Provider is responsible for the availability of the services or products offered on such websites, or for the content located on such websites of any such third party.

7. Termination of Support and Other Services

The life of the software is limited for various reasons, including technological changes. The Provider reserves the right to terminate customer support, Your subscription to the Program, and all other services in case the Program becomes inoperable.

8. Program Usage Environments for the Program.

This Program has been designed to work optimally with web browsers:

- Chrome (versions 84 and above)
- Firefox (versions 76 and above)
- Safari (version 14 and above)

on desktop computers and laptops with a screen resolution of 1920x1080 or above, as well as to work on mobile devices (smartphones/tablets) by using native apps available in the app stores of Your mobile operating system (iOS or Android only). Any defects, inconsistencies, or problems arising from operating

outside of the listed environments of use may require You to pay additional costs for the Provider to maintain/update the Program for support and/or correction.

The Provider does not guarantee interoperability and/or compatibility of the Program with software from other manufacturers.

9. Other Conditions

a. This Agreement and all obligations of the Provider automatically terminate if You fail to comply with any of the provisions of this Agreement or if Your subscription becomes blocked.

b. The provisions of this Agreement may be amended by the Provider and the new provisions will be posted on the Provider's website.

c. As a user of the Program, You assume responsibility for selecting the Program that is appropriate for Your purposes. You understand and agree that You are solely responsible for the content and accuracy of all data, reports, and documents generated by the Program. Your use of the Program does not relieve You of any professional obligations associated with the preparation and review of such reports and documents.

d. The Provider Support Team (support@officeflexispace.ru) is intended to provide technical support regarding the features and functionality of the Program in recommended operating environments only. The Provider Support Team does not extend to advise You on the functions of the Program, help You configure it or perform Your professional duties.

e. In case of any disputes or disagreements between You and the Provider, while performing this Agreement or in connection therewith, the parties shall resolve them in a claim procedure. The time limit for responding to a claim is ten (10) business days from the date of its receipt by the party. If the parties fail to reach an agreement on these issues, the dispute shall be submitted to the Arbitration Court of the Samara Region (Russian Federation). In case of any provision of this Agreement is declared invalid or unenforceable by a court decision, the remainder of this Agreement shall be valid and enforceable in accordance with its terms.