

LICENSE AGREEMENT No. 03/21-RKT

on granting the right to use the software

Ltd RUSCOMTECHNOLOGIES.

Moscow "07" may 2021

Limited Liability Company "RUSKOMTEKHNOLOGII", hereinafter referred to as the "Licensor", represented by the General Director Ivan Viktorovich Kuleshov, acting on the basis of the Charter, on the one hand, DEXP DWTC (CiFNumber 013556564), represented by the General Director Imran Irshad Soudagar, registered in the UAE, on the other hand, with a joint mentioned in the text, referred to as the "Parties", have entered into this Agreement as follows:

1. TERMS AND DEFINITIONS

1.1 In this Agreement, the following terms should be understood as follows:

- 1.1.1 "Act of Acceptance - Transfer of the License" (Act) - an act drawn up and signed by the authorized representatives of the Parties, certifying the provision of the License to the LICENSEE. A sample of the Act is given in Appendix No. 1 to the Agreement.
- 1.1.2 "Documentation" - standard user documentation, manuals and other materials provided by the software manufacturer and related to the software, including the source code of the software versions specified in the Software Specification. The documentation may be on paper, other material media, or be posted on the website of the software manufacturer on the Internet.
- 1.1.3 "License" - a simple (non-exclusive) license to use the software provided by the LICENSOR to the LICENSEE under this Agreement.
- 1.1.4 "SOFTWARE" - the software specified in Appendix No. 3 to this Agreement, the License to use which the LICENSOR grants to the LICENSEE under this Agreement.
- 1.1.5 Copyright holder of the software - a person who owns the exclusive right to the software, the company LLC "RUSCOMTECHNOLOGIES".
- 1.1.6 An end user is a legal / natural person located in Russia, Belarus, Kazakhstan, which acquires the non-exclusive right to use the software for its own needs, and not for transfer to third parties.

2. SUBJECT OF THE CONTRACT

- 2.1 The LICENSOR grants the LICENSEE, on the terms specified in this Agreement, and for a fee paid by the LICENSEE, a simple (non-exclusive) License to use the software for purposes independently determined by the LICENSEE.
- 2.2 The license from the date of signing by the Parties of the Acceptance and Transfer Act of the License grants the LICENSEE the right to use the software in the ways specified in clause 2.3 of the Agreement without restricting the territory during the entire period of validity of the exclusive right to the software (for the entire period of use by the LICENSEE).
- 2.3 In this case, the LICENSEE is granted the rights to use the software in the following ways:
 - 2.3.1 Ensuring the functional performance of the Kluch-Astrom software by placing it on cloud servers.

- 2.3.2 provide End Users with non-assignable rights to use the software in their internal business activities in accordance with their functional purpose by working through the LICENSEE's website, software and cloud system (without installing the software on the end user).
- 2.3.3 use of software functionality in accordance with the purpose of the software, i.e. such use of the software functionality, which is usual for such software in accordance with the Documentation and subject to the restrictions set forth in Appendix 3 to the Agreement;
- 2.3.4 reproduction of the software in the computer memory, including installation, copying for the purpose of launching and launching the software, taking into account the restrictions established in Appendix 3 to the Agreement (if any);
- 2.3.5 reproduction of the software on any media for the purpose of making archival copies of the software, provided that these copies are intended only for archival purposes or to replace a lawfully acquired copy of the software in cases where such a copy of the software is lost, destroyed or became unusable. In this case, a copy of the software cannot be used for purposes other than the purposes specified in clause 2.3. of this Agreement, and must be destroyed if the possession of the copy of the Software has ceased to be legitimate.
- 2.3.6 in other ways provided for by the Documentation accompanying the transfer of the software and establishing the rules for using the software.
- 2.4 The end user receives a non-exclusive right to use the software in accordance with its functionality defined in the technical documentation by using the functionality of the LICENSEE's cloud system and the Product specially developed by him on a monthly basis.
- 2.5 In accordance with the terms of this Agreement, the Licensor grants the Licensee the rights to use the Programs in the following ways:
 - 2.5.1 Granting End Users the rights to use the software in their internal business activities in accordance with their functional purpose, which are not assignable to third parties, by working through the LICENSEE's website, software and cloud system (without installing it on the end user software).
 - 2.5.2 Use of Programs to ensure the functional operation of the Kluch-Astrom software.
 - 2.5.3 Reproduction of the Program, limited by the right to install (install), copy and run Programs, provided for the sole purpose of providing and maintaining the working functionality of the Kluch-Astrom software end users.
 - 2.5.4 During the term of this Agreement, the Licensee reserves the right to independently use the Programs in any way, including those specified in clause 2.5.1 of this Agreement.
- 2.6 The LICENSEE under this Agreement is prohibited from:
 - 2.6.1 reproduce the software outside the limits established by this Agreement without the written consent of the LICENSOR and / or the Copyright Holder of the Software;
 - 2.6.2 remove or diminish the visibility of any copyright, trademark or patent notices that appear on the software. When creating authorized copies, the LICENSEE is obliged to transfer to the copy / copy all copyright information or other markings available on the software or related documentation to it;
 - 2.6.3 modify, supplement, decompile, subject to engineering analysis, disassemble, translate, adapt, reorganize, correct errors or make any other changes in the software or related documentation, unless otherwise expressly permitted by the current legislation of the Russian Federation;
 - 2.6.4 use the software or related documentation for it for any other purposes, except for those permitted by this Agreement or the Copyright Holder, including using the software by providing the software for use by third parties.
 - 2.6.5 The parties hereby agree that the LICENSEE has the right to use the entire software in accordance with the terms of the Agreement, without dividing it into any separate elements, fragments and parts.

3 LICENSOR TECHNICAL SUPPORT

3.1 The LICENSOR hereby warrants that:

3.1.1 he has the right to grant a License to use the software in the amount stipulated by the Agreement;

3.1.2 that the software complies with the requirements of applicable law, and that no part and no elements of the software violate anyone's legal rights;

3.1.3 the use of the provided License by the LICENSEE in accordance with the terms of this Agreement will not violate or in any way prejudice any legal rights of the authors and any third parties;

3.1.4 the right to use the software is not under arrest, is not pledged, the rights to use the software are not subject to legal proceedings, that the right to use the software is not part of property rights and is not subject to claims of third parties, as a result of which the LICENSOR may lose the right to the granting of the License provided for by the Agreement, and the Licensee may lose any of the rights acquired under this Agreement;

3.1.6. the software functionality corresponds to the description given in Appendix No. 3 to the Agreement. In the event that the software elements of the functionality declared in Appendix No. 3 are missing, the LICENSOR, at the request of the LICENSEE, immediately undertakes to transfer the rights to use the software that provides the missing functionality by providing such software and signing an additional agreement to this Agreement, without additional payment.

3.2 If claims / claims of third parties based on the assertion of violation of the rights of third parties by the conclusion and execution of this Agreement will be presented to the LICENSEE, the LICENSOR will resolve such claims / claims on his own and at his own expense, protecting the LICENSEE from possible losses and participation in the consideration of claims / possible litigation

3.3 The LICENSEE has the right, by notifying the LICENSOR and submitting a petition to involve him in the litigation, to independently exercise legal defense in the event that third parties file a claim against the LICENSEE in connection with the violation of the intellectual rights of third parties for its use under this Agreement. In this case, when making a court decision that has entered into legal force to recover funds from the LICENSEE or prohibit the use of the software, if such a decision was not a consequence of the LICENSEE's violation of the terms of use of the software established by this Agreement, the LICENSOR undertakes to reimburse the LICENSEE for losses in full and all documented legal costs no later than 10 (Ten) working days from the date of receipt from the LICENSEE of the corresponding written request for payment.

3.4 In the cases provided for in paragraphs. 3.2. and 3.3. Of the Agreement, the LICENSOR has the right to demand participation in the consideration of claims / litigation of the LICENSOR and the provision of documents confirming the validity of the LICENSOR's guarantees and the legality of the LICENSOR's use of the software under the terms of this Agreement, and the LICENSOR has no right to refuse such participation and evade the provision of documents.

4 PRICE

4.1 The price of the Agreement consists of the cost of the LICENSOR's license fee.

4.2 The amount of the LICENSOR's license fee for granting a License is determined by the annexes to this license agreement, which are integral parts of this license agreement - Specifications for granting the rights to use the software.

4.3 The remuneration is paid within 5 working days after the signing of the Specification, granting the rights to use the software in the amount of 100% of the remuneration amount.

4.4 The obligation of the LICENSEE to pay is considered fulfilled in full from the date of receipt of the corresponding funds to the settlement account of the LICENSOR.

5 PROCEDURE FOR GRANTING LICENSES

5.1 The LICENSOR undertakes to transfer the SOFTWARE, as well as the Documentation for the SOFTWARE, to the LICENSEE via electronic communication channels no later than 3 (three) business days from the date of receipt of the remuneration.

5.2 Not later than 3 (Three) working days from the date of transfer to the LICENSEE of the SOFTWARE and Documentation for the SOFTWARE, the LICENSOR shall transfer to the LICENSEE the Acceptance and Transfer Certificate of the License in two copies, signed by the LICENSOR. Within 5 (Five) working days from the date of receipt of the License Acceptance and Transfer Act, the LICENSEE either signs it and hands over one signed copy to the LICENSOR, or sends the LICENSOR a written reasoned refusal to accept the License with a list of the identified deficiencies and the deadlines for their elimination.

5.3 The LICENSOR eliminates the deficiencies indicated in the motivated refusal to accept the License on his own and at his own expense within the time period specified by the LICENSEE.

5.4 The date of fulfillment of the obligations by the LICENSOR to transfer the License under the Agreement is the date of signing by the LICENSOR of the License Acceptance and Transfer Act.

5.5 In the event that the Software is equipped with technical means of copyright protection, the Licensor undertakes, simultaneously with the transfer of the Software and Documentation, to provide the Customer with keys, codes and other similar information necessary to use the Software in the ways specified in this Agreement.

6 TECHNICAL SUPPORT

6.1 The LICENSOR guarantees the operability of the Software during the warranty period equal to 12 (Twelve) months from the date of signing by the Parties of the License Acceptance and Transfer Act. The procedure for providing warranty support is given in Appendix No. 2 to the Agreement.

6.2 The LICENSOR may provide software technical support services to the LICENSEE. The cost, procedure for the provision and payment of technical support services must be determined by the Parties additionally in the corresponding Agreement for services for the implementation of technical support.

6.3 The parties have agreed that the LICENSEE has the right to conclude an agreement for technical support services, including software update services, with third parties.

7 ENSURING CONFIDENTIALITY

The Parties undertake to transfer and use confidential information in accordance with the requirements set out in the Confidentiality Agreement (Appendix No. 4 to this Agreement).

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8 LIABILITY OF THE PARTIES

8.1 For non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation and the Agreement.

8.2 The LICENSOR is responsible for the quality of the software provided, as well as the Documentation.

8.3 The LICENSOR is responsible for the late granting of rights under the Acceptance and Transfer Act, and (equally) the software and (or) the Documentation for the software, if the delay occurred through no fault of the LICENSEE, in the amount of 0.1% of the Contract Price for each day of delay, but not more than 3% of the remuneration amount.

8.4 The LICENSEE is responsible for late payment of the license fee, if the delay occurred through no fault of the LICENSOR, in the amount of 1/365 of the key rate of the Central Bank of the Russian Federation of the amount overdue for payment for each day of delay until the date of full repayment of the debt, determined as of the date the LICENSOR draws up the corresponding claim ...

8.5 The payment of the forfeit (penalty interest) does not release the LICENSOR and the LICENSEE from the fulfillment of obligations under this Agreement. The penalty (penalty) stipulated by the Agreement shall be paid only at the written request of one of the Parties.

8.7 For the purposes of the Parties' performance of the remaining provisions of this Agreement, the amounts of penalties and fines specified in this section of the Agreement are recognized as established and proportionate to the consequences of a breach of obligations until otherwise recognized by a court or agreed by the Parties in writing.

9 ACTION BY CIRCUMSTANCES

9.1 The Parties to the Agreement are released from liability for full or partial failure to fulfill their obligations if such failure was a direct consequence of force majeure circumstances, that is, events that could not have been foreseen or prevented. Such events include: natural disasters, military actions and other actions beyond the reasonable foresight and control of the Parties.

9.2 Upon the occurrence of the circumstances specified in clause 9.1. Of the Agreement, each Party must notify the other Party in writing no later than 5 (five) days from the moment of the occurrence of such circumstances with the confirmation of the Chamber of Commerce or other competent authority attached. The notice must contain data on the nature of the circumstances, an assessment of their impact on the possibility of the Party fulfilling its obligations under the Agreement, as well as the expected duration of their validity.

9.3 In the event of the occurrence of the circumstances provided for in clause 9.1. Of the Agreement, the term for the Party to fulfill its obligations under the Agreement shall be postponed in proportion to the time during which these circumstances and their consequences operate.

9.4 If the force majeure circumstances continue for more than one month, the Parties conduct additional negotiations to identify acceptable alternative ways of executing the Agreement, or the Agreement must be terminated out of court by unilateral refusal to fulfill obligations at the initiative of either Party.

10 DISPUTE RESOLUTION

10.1. Relations arising from this Agreement are governed by the law of the Russian Federation.

10.2. All disputes and disagreements under this Agreement shall be resolved by the Parties through negotiations.

10.3. The claim procedure for the settlement of disputes will be applied by the Parties in the cases provided by law. A claim under this Agreement must be sent in the manner provided for in clause 10 of the Agreement. The term for consideration of the claim is 10 (ten) working days from the date of its delivery.

10.4. In the event that disputes and disagreements are not settled in the appropriate manner specified in clause 10.2 and clause 10.3 of the Agreement, each of the Parties has the right to file a claim to resolve the dispute with the Moscow Arbitration Court.

11 PROCEDURE FOR CHANGING, ADDITIONAL AND TERMINATION OF THE AGREEMENT

11.1 This Agreement enters into force and is considered concluded from the date of signing by the Parties and is valid until the Parties fully fulfill their obligations under the Agreement. Termination of the Agreement does not entail the termination of the rights to use the Software provided under the Agreement.

11.2 This Agreement may be terminated in the following cases:

11.2.1 in case of complete failure to fulfill the obligations of one of the Parties under the Agreement due to force majeure circumstances (Article 9 of this Agreement);

11.2.2 by written agreement of the Parties. The procedure for early termination of the Agreement is governed by the said agreement of the Parties;

11.2.3 by a court decision that has entered into legal force;

11.2.4 in case of early termination of the right to use the software from the LICENSOR for any reason

11.3 Any changes and additions to this Agreement are allowed only by mutual agreement of the Parties to this Agreement, drawn up in the form of additional agreements, signed by authorized representatives of both Parties and attached to this Agreement as its integral parts. Additional agreements are subject to execution, interpretation in the same manner as other provisions of this Agreement.

11.4 Termination of the Agreement does not relieve the Parties from fulfilling their obligations arising during the period of the Agreement in connection with its execution, and does not entail the termination of the monetary obligations of the Parties that existed at the time of termination (or termination) of the Agreement.

11.5 In the event of early termination of the Agreement due to the termination of the right to use the software from the LICENSOR for any reason, the LICENSOR undertakes, within a period not exceeding 15 (fifteen) days, to return the remuneration paid under this Agreement, as well as to pay the forfeit stipulated by the Agreement and reimburse the Licensee damages caused.

12 OTHER CONDITIONS

12.1. Upon completion of settlements, as well as as necessary, the Parties carry out a reconciliation of settlements under this Agreement with the execution of a bilateral act of reconciliation of settlements. The statement of reconciliation of calculations is drawn up by the interested Party in two copies, each of which must be signed by an authorized representative of this Party. The initiating party shall send to the recipient Party two originals of the statement of reconciliation of settlements by mail by registered or valuable letter with acknowledgment of receipt, by courier service or by any other method agreed by the Parties. Within 10 (ten) working days from the date of receipt of the statement of reconciliation of settlements, the recipient Party must sign and send one copy of the statement of reconciliation of settlements to the address of the initiating Party, or send the Party-initiator their written reasoned objections regarding the accuracy of the information contained in the reconciliation report. If, within 10 (ten) business days from the

date of receipt of the settlement reconciliation report, the recipient Party does not send to the initiating Party a signed settlement reconciliation report or written reasoned objections to the accuracy of the information contained therein, the settlement reconciliation report shall be deemed to be recognized by the recipient Party in edition of the Party-initiator.

Contact details of the Licensor's accounting department for communications on reconciliation issues:

- E-mail info@ruscomtech.ru
- Contact phone: +7 (495) 665-15-36

12.2. Preliminary negotiations and correspondence, which took place before the signing of the Agreement, become invalid from the moment of its signing.

12.3. The agreement is governed by the current legislation of the Russian Federation.

12.4. Invalidation of any of the terms of this Agreement does not entail the invalidity of the remaining terms of the Agreement.

12.5. The LICENSOR has the right to transfer his rights and obligations under this Agreement only after the written consent of the LICENSEE.

12.6. All notices, requests, notices and any other information ("correspondence") shall be sent by registered mail and / or courier with acknowledgment of receipt to the mailing addresses of the Parties or other addresses indicated by them ("place of delivery").

12.7. The Agreement is drawn up in Russian in 2 (two) copies having the same legal force, one for each Party.

12.8. Annexes to the Agreement constitute an integral part of the Agreement:

Appendix No. 1 - Form of the act of acceptance and transfer of the License.

Appendix # 2 - Description of technical support conditions.

Appendix # 3 - Specification.

13 DETAILS AND SIGNATURES

LICENSOR LLC "RUSKOMTEKHNologii"

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Mira, 102, building 1, room 12
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Corr. account: 30101810400000000225 in
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For and in the interests of
RUSKOMTEKHNologii LLC
Person entitled to sign on behalf of LLC
"RUSKOMTEKHNologii"

For and in the interest of DEXP DWTC
Person entitled to sign on behalf of DEXP
DWTC

CEO
Kuleshov Ivan Viktorovich



2021

CEO
Imran Irshad Soudagar

