

1. Legal Agreement

This End User License Agreement applies to you, a user of simple non-transferable license on Actionspace (later – “Product”), and constitutes a binding, legal agreement (“Agreement”) between you, as an individual, or if you are using the Product as part of your job responsibilities, the legal entity that you represent (hereinafter referred to as “you”), and Actionspace LLC, the sole owner and original developer of the Product.

Please read all the terms and conditions of this Agreement carefully - they concern the use of the Product. By using the Product, you agree that you are bound by the terms and conditions of this Agreement, and you represent and warrant that you have full power, authority and legal capacity to enter into this Agreement. Please contact Actionspace LLC at info@actionspace.com, if you have any questions about this Agreement.

If you do not accept our terms and conditions, you should immediately stop using the Product.

2. Definitions and Interpretation

- “Agreement” means this agreement including all attachments, appendices, amendments and the terms and conditions bellow.
- “Order Form” means a web-based order form completed by you when ordering the Product.
- “Product” means either an on-premises version of corporate task management solution “Actionspace”, installed at your infrastructure, or an on-demand version of corporate task management solution “Actionspace”, installed on the servers hosted by Actionspace LLC, in accordance with the License type set forth in the Order Form.
- “Site” means the web site at www.actionspace.com and any subdomain of actionspace.com domain name or any other web site or sites that Actionspace LLC communicates to you where you may order and use the Product.
- “Client” – any legal entity that purchased the Product
- “Trial” – free period of using the Product
- “Subscription period” means the length of time the Client is granted to use the Product
- “Support portal” – online support portal at actionspace.zendesk.com

3. Product and Related Services

3.1. Under the terms of and subject to the restrictions in this Agreement Actionspace LLC will provide the simple, non-exclusive, non-transferable license on the Product to you. You may only use the Product for your own benefit, and not for the benefit of any other third party.

3.2. Throughout the Subscription period Actionspace LLC will provide technical support to any Client who purchased the Product via Support portal actionspace.zendesk.com according to Service Level Agreement listed on the Site. As applicable, additional terms and limitations regarding support for the Product will be included on the Site. The Trial users get reasonable technical support on an “as is” basis through Support portal.

3.3. Actionspace LLC may from time to time release new versions of the Product. You are bound to use these new versions. If for some reason you decide to decline to use new versions this agreement is automatically terminated and you lose the right to use the Product.

3.4. The Product may be used and accessed for your internal business purposes and only by you and your employees enabled by you to use the Product (“Authorized Users”). Third parties authorized by you may also use the Product only for the purpose of facilitating business transactions with you or for providing services to you, and in no event may third parties use and access the Product for their own or for another person’s benefit. You agree not to charge any Authorized Users to use the Product, either directly or indirectly. You shall be fully responsible for the use of the Product by Authorized Users and their compliance with the terms of this Agreement.

3.5. You acknowledge that you are solely responsible for: (a) all use of the Product made using your Authorized Users’ user names and passwords, and (b) maintaining the confidentiality of your Authorized Users’ user names and passwords. Multiple users cannot use the same name and password to access the product at the same time. You agree to notify Actionspace LLC immediately of any unauthorized use of an Authorized User’s e-mail address, user name or password, or any other breach of Product security you become aware of.

3.6. You warrant and agree not to violate any local, national or international law or regulation in connection with the use of the Product, or otherwise use the Product in any way that is in furtherance of criminal, fraudulent, or other unlawful activity.

3.7. You warrant and agree not to use the Product in any case, if any Product failure can lead directly to death, personal injury or substantial physical damage or harm to the environment. For example, to use the Product to monitor performance of:

- Nuclear plant equipment;
- Aircraft navigation equipment, fly communication system or fly control system;
- Air traffic control system;
- Public transport control system;
- Medical equipment or weapons control systems.

4. Intellectual Property

4.1 This Agreement does not give the Client the right to use any property rights, including but not limited to intellectual property, copyrights, patents, trademarks, drawings, models, designs, plans,

formulae, secret procedures or any industrial, commercial or scientific know-how that belongs to Actionspace LLC.

4.2 You agree that Actionspace LLC owns all intellectual property rights in and to the Product and the Site, including but not limited to the look and feel, structure, organization, design, algorithms, templates, data models, logic flow, text, graphics, logos, and screen displays associated therewith.

4.3. You will not reverse engineer, decompile or disassemble the Product, or otherwise attempt to reconstruct or discover the source code for the Product. You further agree not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Product available to any third party for such third party's benefit. You will not modify the Product or the objective code except for the modifications that are allowed as Product options and described in the Product documentation. Actionspace LLC reserves all rights in the Product not expressly granted to you hereunder.

4.4. You shall retain ownership of the tasks, templates, charts, documents and related materials and information you store in the Product ("Client's content"). Actionspace LLC shall not access or otherwise use the contents of any Client's content, unless you give specific permission to such access in connection with Actionspace LLC's handling of a support issue. Actionspace may not derive and compile from your usage of the Product any aggregated and/or analytical information, even if such aggregated or analytical information does not reveal any information about you, any individual, or the contents of any Client's content.

4.5. Actionspace LLC shall have a royalty-free, worldwide, transferable, and perpetual license to use or incorporate into the Product any suggestions, ideas, enhancement requests, feedback, or other information provided by you or any Authorized User relating to the Product.

4.6. Actionspace LLC's trademarks include Actionspace, and the Actionspace logo. Any other company or product names used on the Site or in connection with the Product are the property of the respective trademark owner.

5. Fees and Expenses

5.1. As consideration for the Product you purchased, you agree to pay Actionspace LLC or its authorized resellers all the applicable Product(s) fees set forth on our Site and/or Order Form, at the time of your selection and in accordance with the terms set forth therein.

5.2. All payments under this Agreement are due immediately and are non-refundable and, unless otherwise specified in the Order Form, shall be made in USD.

5.3. All payments are advance payments. You are not granted the rights to use the Product until you pay the fee for the Product in full.

5.4. The fees and rates under this Agreement are subject to change by Actionspace LLC upon at least thirty (30) days written notice, this notice may include posting the updated fees and rates on

the Site. These changes shall not affect the Clients who already ordered through the Order Form on the Site.

5.5. You shall be responsible for all applicable taxes, however designated, incurred in connection with this Agreement, including but not limited to state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by Actionspace LLC, but excluding taxes based upon the net income of Actionspace LLC.

5.6. All Actionspace LLC obligations regarding the Product are to be considered fulfilled and accepted by you at the time of payment.

5.7. Actionspace LLC can at its sole discretion use third parties to provide payment processing ("Processing partners"). In this case, payment is considered done and the Client gets full rights to use the Product as soon as the money reaches the bank account of the Processing partner.

5.8. Depending on the country you reside in, payments for the Product to be made by to Actionspace LLC or to a Processing partner may be subject to VAT. In this case, VAT can be excluded on the sole discretion of Actionspace LLC from the fee for the Product and shown as a separate additional sum in the Order Form and in this case should be paid by you. If Actionspace LLC on its sole discretion decides to include VAT in the fee for the Product, it will be shown as a separate sum, included in the overall fee in the Order Form.

6. Confidentiality and Security

6.1. "Confidential Information" means any information or data that is disclosed by one party to the other party pursuant to this Agreement that is marked as confidential. In addition, your Confidential Information includes the Client's content (whether or not marked), and Confidential Information of Actionspace LLC (whether or not marked) includes the Product, as well as the structure, organization, design, algorithms, templates, data models, logic flow, and screen displays associated with the Product. Confidential Information does not include information that the receiving party can show: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records.

6.2. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence, and to protect the disclosing party's Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information (but in no event using less than reasonable care); and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the disclosing party's Confidential Information. Without limiting the foregoing, you shall disclose and allow access to the Product only for the purpose of supporting and augmenting your use of the Product. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law, applicable regulatory authorities, or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure.

6.3. Each party acknowledges and agrees that any violation of this Section 6 may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.

6.4. Upon termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party.

7. Personal Information

7.1. We collect only the Personal Information you voluntarily provide to us or that is given to us by affiliated entities or third parties that have your permission to share your Personal Information.

"Personal Information" may include your name, business name, your title, shipping and/or mailing address, telephone number(s), e-mail address.

7.2. We use your Personal Information to respond to and fulfill your requests for the Product and related services and to market our products and services, including:

- to send you product and event information through mail;
- to send you our newsletters, webinar notices and specials offers via e-mail;
- to contact you about the needs of your company;
- to improve our web site, customer service and product selections

7.3. Out of respect for your privacy, we will provide you a way to unsubscribe at any time from promotional related e-mail correspondence. We will send you strictly service-related announcements on rare occasions when it is necessary to do so.

7.4. Actionspace LLC will occasionally hire other companies to provide limited services on our behalf, such as packaging, sending, and delivering purchases and other mailings; answering customer questions about products or services; processing event registration. Actionspace LLC will only provide those companies the personal information they need to deliver the service, and they are prohibited from using that information for any other purpose.

7.5. We do not share, rent or sell any of your Personal Information to third parties for any purpose. The information we collect is for sole use only by Actionspace LLC.

8. Term and Termination

8.1. This Agreement will be effective as of the date of purchasing the Product by You and, unless terminated sooner as herein provided, will continue for a Subscription period.

8.2. Either party may terminate this Agreement upon ten (10) days prior written notice if the other party materially breaches any of the terms and conditions of this Agreement and such material breach is not cured within the ten (10) day period. Actionspace LLC will have the right to terminate this Agreement at any time in its sole discretion. In this case the Agreement shall terminate from the date of sending the notification to you by e-mail. Actionspace LLC shall refund part of your payment in proportion to the time during which you have no opportunity to use the Product

8.3. The terms provided in Sections 4, 6, 11, 12, 13, 14, 15, and 16 of this Agreement shall survive any termination of this Agreement.

8.4. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein and you shall cease using the Product.

9. Force Majeure

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Actionspace LLC may immediately terminate this Agreement.

10. Independent Contractors; Publicity

10.1. The parties are and intend to be independent contractors with respect to the Product and related services contemplated hereunder. Actionspace LLC agrees that neither it, nor its employees or contractors shall be considered as having an employee status with you. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created. Neither party is an agent of the other and is not authorized to make any representation, contract or commitment on behalf of the other.

10.2. You agree that Actionspace LLC may include you as a customer in promotional material for the Product and/or for Actionspace LLC, including use of your logos, trademarks, trade names and similar identifying material. You can revoke this right by submitting a request via e-mail to info@actionspace.com. Confirmation of such request (via reply e-mail) must be received for this to be effective. Upon receipt of such request, Actionspace LLC will use commercially reasonable efforts to remove any reference to you from such promotional material within 30 days and make no further reference to you. Upon Actionspace LLC's request, you agree to participate in a mutually agreed press release regarding the relationship established by this Agreement. In addition, you agree from time to time, as reasonably requested by Actionspace LLC and subject to your approval, to

participate in Actionspace LLC's promotional activities, such as preparation of case studies, participation in media interviews, and preparation of quotes and other marketing materials for Actionspace LLC. Approvals under this Section shall not be unreasonably withheld or delayed by you.

10.3. You may not transfer to any third party the results of any assessment of the Product performed by you or on your behalf to check availability, performance or functionality, or for any other purpose testing or comparative analysis without the prior written consent of Actionspace LLC.

11. Warranties; Disclaimers

11.1. You and Actionspace LLC each warrant that they have full authority to enter into this Agreement and are not bound by any contractual or legal restrictions from fulfilling their obligations hereunder. In addition, Actionspace LLC warrants that the Product will substantially conform to the written or electronic documentation provided by Actionspace LLC in connection with the Product. In the event of a breach of this warranty by Actionspace LLC, as your sole and exclusive remedy, Actionspace LLC will, at its expense, use commercially reasonable efforts to cause the Product to conform.

11.2. You shall be solely responsible for your use of the Product, and, except as otherwise agreed in writing by the parties, for maintaining backup copies of the Client's content. You acknowledge and agree that the Product is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

11.3. The Product may contain features, functionality and information that are provided through or by third-party software and/or systems ("Third-Party tools"). However, even if the third-party is affiliated with Actionspace LLC, Actionspace LLC has no control over these Third-Party tools, all of which have separate privacy and data collection practices, independent of Actionspace LLC. Actionspace LLC has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such Third-Party tools. Your use and access of these features and functionality are subject to the terms published or otherwise made available by the third-party providers of Third-Party tools. Actionspace LLC has no responsibility for any Third-Party tools, and you irrevocably waive any claim against Actionspace LLC with respect to such Third-Party tools. Nonetheless, Actionspace LLC seeks to protect the integrity of its Product and therefore requests any feedback about those Third-Party tools if you have any concerns regarding the content located on such Third-Party tools.

11.5 Actionspace LLC does not warrant that the Product will operate without interruption or error-free, or that the Product will be totally secure. Under no circumstances will Actionspace LLC be held liable for any loss of Client's content. To the extent that data is being transmitted over the Internet or Intranet hereunder, acknowledge that Actionspace LLC has no control over the functioning of the Internet or Intranet, and Actionspace LLC makes no representations or warranties of any kind regarding the performance of the Internet or Intranet. EXCEPT AS EXPRESSLY SET FORTH IN

THIS AGREEMENT, Actionspace LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING. Actionspace LLC DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OF THIS PRODUCT IS FREE OF VIRUSES, WORMS OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO.

12. Indemnification

You, at your expense, shall indemnify, defend and hold Actionspace LLC and its officers, directors, owners, employees, and affiliates harmless from and against all liability, damages, injuries, losses, costs and expenses (including attorney's fees) arising out of or relating to your use of the Product, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) your breach of any representations, warranties, or covenants in this Agreement, (b) your compliance with applicable laws and regulations, and (c) the Client's content. Actionspace LLC shall provide you with written notice of any such claim within 10 days from its emergence.

13. Liability

13.1. Your use of the Product is at your sole risk. Under no circumstances, shall Actionspace LLC, its affiliates or any of their respective directors, officers, employees, or agents, be liable for any direct or indirect losses or damages arising out of or in connection with your use of or inability to use this Product or your reliance on any content.

13.2 The limit of Actionspace LLC's liability (whether in Agreement, tort, negligence, strict liability in tort, or by statute or otherwise) to you or to any third party concerning performance or non performance by Actionspace LLC, or in any manner related to this Agreement or the Product, for any and all claims shall not exceed in the aggregate the License Fees paid by you to Actionspace LLC hereunder with respect to the Product at issue (excluding any fees or charges relating to approved expenses incurred by Actionspace LLC on behalf of you) during the six (6) months prior to the date that the relevant cause of action accrued.

13.3 In no event shall Actionspace LLC be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any damages whatsoever, even if Actionspace LLC has been previously advised of the possibility of such damages, whether in an action under Agreement, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials available from the Site. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

13.4 The content, information, links and functionality of the Product are provided “as is” and “as available” and without warranties of any kind, either expressed or implied, including without limitation warranties of non infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus or other harmful components. Without in any way limiting the prior sentence, Actionspace LLC does not make any representation or warranty that (i) the content and information of the Product is accurate, complete or otherwise free from errors and omissions or (ii) the links and other aspects of the Product are functional.

13.5 You will be liable to Actionspace LLC for (and agree to indemnify us against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we directly or indirectly incur or which are brought against Actionspace LLC if You have:

- acted fraudulently;
- been negligent;
- misused or abused the Product;
- breached the Agreement.

13.6 You will be liable for any loss even if the instructions were not given by you except:

- in the case of a fraud to which you were not a party (unless you have failed to make any required notification);
- if you are able to prove a relevant failing on our part; or
- we have acted in error.

14. Dispute Resolution

14.1 The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management and optional mediation.

14.2 The information and other materials contained in the Product may not satisfy the laws of any other country and those who choose to access the Product from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

14.3 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that cannot be resolved by good faith negotiations shall be finally settled in Arbitration court of Saint-Petersburg and Leningrad region.

14.4 This Agreement shall be interpreted, construed, and governed by the laws of the Russian Federation.

14.5 The obligation to resolve all disputes hereunder shall in perpetuity survive the expiry or termination of the Agreement.

15. Miscellaneous

15.1 You consent to the processing of personal information in the Russian Federation by Actionspace LLC in connection with the Product.

15.2 Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond the reasonable control of the party affected, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or natural disasters, failure of telecommunication or internet service providers.

15.3 This Agreement (including the Order Form and any attachments thereto specifically agreed by the parties) constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral communications, understandings or agreements with respect to its subject matter. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance. The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

15.4 You shall have no right to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under this Agreement without prior express written authorization of Actionspace LLC. Actionspace LLC may assign this Agreement and any of its rights hereunder to third parties.

15.5 All provisions of this Agreement pertaining to indemnification, disclaimer or warranties, liability and proprietary rights shall survive the termination of this Agreement for any reason. If any section of this Agreement is found to be invalid or unenforceable, then such section will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the section will be deemed removed from this Agreement and the remaining provisions of this Agreement will continue in full force and effect. The failure by us to exercise or enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision. All rights not expressly granted herein are hereby reserved.

15.6 This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venture of the other party for any purpose whatsoever. There are no intended third-party beneficiaries under this Agreement.

15.7 This Agreement is compiled in English.

16. Agreement and Amendments

16.1 By completing the registration process, and/or using the Product, you represent that you are 18 years or older, are authorized to bind any legal entity that you represent, and agree to all of the terms in this Agreement. You may print and keep a copy of this Agreement.

16.2 Actionspace LLC reserves the right, in its sole discretion, to modify or change this Agreement at any time by posting the changes to the Site. Any and all amendments shall become effective upon Actionspace LLC's posting of the amendment(s) to the Site. If notice of amendment is transmitted to you, it will be sent to your e-mail address. It is your sole responsibility to ensure that the e-mail you provided to us is still functioning and checked regularly. Notice may consist in an advisory to review the Agreement, rather than in a transmission of the actual amendment. Your continued use of the Product following the posting of such changes constitutes acceptance of those changes. Actionspace LLC will use reasonable commercial efforts to provide notice of material changes to you. Actionspace LLC also reserves the right to modify the Site and the Product at any time without prior notice to you.

16.3 Actionspace LLC will periodically send e-mails regarding the Product, including general information about the technology and business. You can easily be removed from our email communications using our simple unsubscribe process.