

## **The Agreement of accession to the license agreement on the use of the results of intellectual activity**

Limited Liability Company "Space Group" (OGRN 1192536019059), represented by Director Evgeny Anatolyevich Chizh, acting on the basis of the charter of the company, hereinafter referred to as the "Licensor", and \_\_\_\_\_, in person The General Director \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereinafter referred to as the "Licensee", and collectively referred to as the Parties, We have concluded this agreement on the following:

### **PREAMBLE:**

The use of the software and access to information provided by the FishStat system is carried out by concluding an electronic license agreement with Space Group LLC in accordance with the procedure established by the set of provisions of the articles 434, 1229, 1233 1235, 1236, 1286 The Civil Code of the Russian Federation regulating the general provisions of the conclusion and execution of contracts for the provision of simple (non-exclusive) licenses for the use of software and databases.

The conclusion of this agreement of accession to the license agreement for the right to use the result of intellectual activity entails granting the user (hereinafter referred to as the licensee) the right to use the FishStat information and analytical system with the retention of Space Group LLC (hereinafter referred to as the agreement – licensor) the right to issue similar licenses to an unspecified number of third parties in advance, that is, to obtain by the licensee a simple (non-exclusive) license to use the FishStat information and analytical system for the fishing industry for a period and on terms chosen by the licensee at its discretion within the tariffs established by the license agreement.

Limited Liability Company "Space Group" (690021, Vladivostok, 7 Cheremukhovaya Street, office 410, OGRN 1192536019059) represented by Director Evgeny Anatolyevich Chizh, acting on the basis of the company's Charter, is the owner of the exclusive right to the result of intellectual activity (FishStat information and analytical system", acts in this case in the license agreement as a licensor, offers an unlimited number of business entities to join the license agreement "as is" (without exceptions and reservations) in the order, 428 of the Civil Code of the Russian Federation, and guarantees compliance with all obligations assumed by Space Group LLC.

### **1. DEFINITIONS AND TERMS**

In order to specify the basic terminology for the purposes of use by the parties to the license agreement, the following terms are used in the conclusion and execution of the license agreement

1.1. The FishStat Information and Analytical System (IAS FishStat) is the entire set of technical resources and results of intellectual activity used to create software and ensure

its proper functioning in order to place user information, as well as analytical materials on the site defined in clause 1.2 of the license agreement.

1.2. Website is a resource on the global telecommunication Internet consisting of a set of web pages united by a common theme, linked to each other through links, accessed at [www.fishstat.ru](http://www.fishstat.ru)

1.3. Site administration – limited liability company "Space Group" (690021, Russia, Vladivostok city, street Cheremukhovaya, 7, office 410, OGRN 1192536019059), which administers a website with a domain name [www.fishstat.ru](http://www.fishstat.ru).

1.4. The licensor is the limited liability company "Space Group" (690021, Vladivostok, Cheremukhovaya Street, office 410, OGRN 1192536019059), which has the exclusive right to the IAS FishStat and the domain name [www.fishstat.ru](http://www.fishstat.ru).

1.5 Licensee is a legal entity or an individual entrepreneur who has concluded an agreement to join the license agreement for the right to use the result of intellectual activity and as a result obtained a simple (non-exclusive) license to use the FishStat IAS for a period and on terms chosen by the licensee at its discretion within the framework established by the license agreement.

1.6. The site user is a legal entity or an individual entrepreneur who has completed the registration procedure on the site and has received access to all its information and analytical sections. In fact, the user of the site can only be a person (legal or natural) who has received a non-exclusive license to use the IAS FishStat. At the same time, taking into account the possibility of double terminology of a legal and technical nature, the category "site user" is introduced among the terms for the purposes of concluding and executing a license agreement.

1.7. Entrepreneurial activity – the use by the licensee of the FishStat IAS to analyze the state of the fishing industry in order to subsequently select contractors and conclude contracts related to the extraction, processing, purchase, sale, storage and transportation of fish products.

1.8. The user's personal account and account are a separate section of the site that allows the licensee (user) to get full access to the sections of the IAS FishStat - "Auction auctions", "Submission and viewing of ads for the sale of fish products", "Submission and viewing of ads for complex logistics services", "Submission and viewing of warehouse storage ads", "Analytical tools and statistics of catch volumes", "FishCat chat platform for the exchange of information between users of Fishstat", "Current news", as well as to all related services for posting information and studying information from other users, checking potential counterparties, conducting correspondence and concluding contracts using the IAS FishStat interface, requesting and receiving invoices for payment of FishStat IAS tariffs, and other services provided to authorized users on the site [www.fishstat.ru](http://www.fishstat.ru) .

1.9. Information data – any information posted by the site administrator and its users in the IAS FishStat on a site with a domain name [www.fishstat.ru](http://www.fishstat.ru)

1.10. User information – a set of information about a legal entity or an individual entrepreneur provided by the user during the registration procedure or in the process of accessing various services and subsections of the IAS FishStat.

1.11. Blocking – termination (temporary or permanent) of the user's access to the FishStat IAS in connection with the termination of a simple license, expiration of the payment period and for other reasons.

1.12. Tariff – the amount of remuneration paid by the licensee to the licensor for providing access to the FishStat IAS, which is based on the period of user access to the FishStat IAS using decreasing coefficients, subject to an increase in the time interval.

## **2. SUBJECT OF THE LICENSE AGREEMENT**

2.1. The License Agreement on the use of the result of intellectual activity by the parties establishes the procedure and rules for: • licensees to obtain access to the information and analytical platform of the IAS FishStat

2.2. The licensee is granted a simple license to use the result of intellectual activity (IAS FishStat) by the limited liability company "Space Group", which has the exclusive right to the result of intellectual activity (IAS FishStat) in accordance with the SPEMM agreement No. 12 dated June 11, 2019.

2.3. The licensee is granted a simple license to use the result of intellectual activity (IAS FishStat) on a reimbursable basis.

2.4. The use of the result of intellectual activity (IAS FishStat) in accordance with Part 3 of Article 1235 of the Civil Code of the Russian Federation is allowed throughout the Russian Federation.

2.5. Conclusion of the accession agreement in accordance with the procedure established by Article 428 of the Civil Code of the Russian Federation means that the licensee accepts the terms of the license agreement in the "as is" format, without any exceptions and reservations.

2.6. Being a licensee, Space Group LLC, in order to implement the goals and subject matter of this agreement, also assumes all the responsibilities of the site administrator.

2.7. In accordance with the procedure established by Part 1 of Article 1237 of the Civil Code of the Russian Federation, the licensee is relieved of the obligation to provide the licensor with reports on the use of the IAS FishStat for the entire period of the agreement.

## **3. REGISTRATION AND AUTHORIZATION OF THE USER ON THE SITE**

3.1. Due to the features of the software used by the FishStat IAS, access to the data posted in it is possible only after the licensee passes the registration procedure on the site [www.fishstat.ru](http://www.fishstat.ru), conclusion of an agreement in accordance with clause 4.1. of this Agreement for joining the license agreement for the right to use the FishStat IAS and

making payments in accordance with the selected tariff, information information about which is posted in the FishStat information system and becomes available to the user at the initial stage of the registration procedure.

3.2 The registration procedure in the IAS FishStat is a series of user actions performed on the site [www.fishstat.ru](http://www.fishstat.ru) in the "registration" section and consists in consistently providing information about the user at the request of the site administrator

3.3. According to the results of the registration procedure, account formation and payment of the selected tariff, the user (licensee) is provided with access to the personal account of the IAS FishStat.

3.4. From the moment the user's account is created, the user logs in to the site [www.fishstat.ru](http://www.fishstat.ru) it is performed by accessing the USER LOGIN/AUTHORIZATION section with a password. All actions performed in the FishStat IAC using a user account are considered committed by this user by default.

#### **4. CONCLUSION, TERMINATION AND AMENDMENT OF THE CONTRACT**

4.1. The conclusion of the agreement of accession to the license agreement for the right to use the FishStat IAS is carried out in electronic form by accepting the offer and making payment in accordance with the terms, clause 6.3. of this Agreement. This Agreement is considered concluded from the moment the Licensee expresses his consent to its terms by clicking the "Pay" button (acceptance).

4.2. This agreement is an agreement of accession to the license agreement for the right to use the FishStat IAS in the legal meaning established by Article 428 of the Civil Code of the Russian Federation, which means full acceptance by the licensee of its terms. The terms of the agreement and the license agreement are defined by Space Group LLC in a standard form, set out in the text of this agreement and can be accepted by the licensee only by joining it as a whole, "as is".

4.3. The agreement of accession to the license agreement for the right to use the IAS FishStat is concluded by the parties for 3 years. At the same time, due to the fee-based nature of the agreement, the licensee has access to the sections of the IAS FishStat Auction", "Submission and viewing of ads for the sale of fish products", "Submission and viewing of ads for complex logistics services", "Submission and viewing of warehouse storage ads", "Analytical tools and statistics of catch volumes", "Chat platform "FishChat" for the exchange of information between users of FishStat", "Current news", as well as to all related services for posting information and studying information from other users, checking potential counterparties, carrying out correspondence and concluding contracts using the IAS FishStat interface, requesting and receiving invoices for payment of IAS FishStat tariffs, and other services provided to authorized users on the site [www.fishstat.ru](http://www.fishstat.ru) It is possible only from the moment of payment in accordance with the selected tariff and only during the period covered by this tariff. Five days before the expiration of the paid period, the site administrator sends the user a notification in

electronic form, after which, when the deadline expires, blocks access to the paid functions of the user's IAS until the payment is received.

4.4. With regard to the agreement of accession to the license agreement for the right to use the FishStat IAS, the parties establish a three-year extension rule if 30 days before the expiration of its validity period none of the parties has declared the termination of the agreement by expiration.

4.5. The termination of the agreement is carried out in accordance with the procedure established by the current legislation of the Russian Federation. At the same time, taking into account the content of the provision of clause 4.4 of the license agreement, the termination by the licensee of payment entails the termination of the obligation of the site administrator to provide the user with access to all services of the IAS FishStat, without removing from the site administrator the obligation to save the user account until the expiration of the agreement of accession.

4.6. The terms of the license agreement for the right to use the FishStat IAS may be changed unilaterally by the licensor with the mandatory placement of a new version by the site administrator in free access for all users on the site [www.fishstat.ru](http://www.fishstat.ru). At the same time, the actions of the licensor in the part related to the unilateral modification of the terms of the license agreement must meet the criteria of reasonableness and good faith and cannot significantly worsen the situation of licensees in comparison with the previous version of the agreement. The main purpose of unilaterally changing the terms of the license agreement is the possibility and necessity of adapting it to the prospective expansion of the scope of activity of the IAS FishStat and the provision of additional services and tools to licensees.

## **5. PLACEMENT OF INFORMATION DATA IN THE IAS FISHSTAT**

5.1 Information data in the IAS FishStat are placed by both users and the site administrator.

5.2 The site administrator places information in the Analytics section of the site, providing users with detailed data on fish production, its storage at various freezing terminals, as well as on the possibilities of its transportation by sea, rail and road, obtained by processing statistical materials. The information posted on the site is approximate in nature, due to possible deviations in the formation of analytical reports. The data in the Analytical Platform section of the site is updated by the administrator at least once every 72 hours, which allows site users to receive reliable and up-to-date information about the state of the market. In addition, the site administrator places information messages freely available in the FishStat information system, which may be of importance to users of the site to one degree or another. Such messages, in particular, may include information about technical work on the site, information about newly formed additional services of the IAS FishStat, information about foreign exchange rates, information about the best "hot" price for fish products, and others.

## **6. PAYMENT AND SETTLEMENT PROCEDURE**

6.1. The provision to the licensee of a simple license to use the result of intellectual activity (IAS FishStat) is carried out on a reimbursable basis, which entails the obligation of the licensee to pay the licensor the remuneration stipulated by the agreement in cash.

6.2. The payment of remuneration by the licensee to the licensor is carried out in accordance with the tariff established by the licensee, which is based on the period of user access to the IAS FishStat using decreasing coefficients, subject to an increase in the time interval. The calculation unit of the tariff is 1 calendar month, that is, the period from the date of payment to the same date of the next calendar month. Changes and postponements of calendar days for the user's access to the FishStat IAS in February are not provided, the calculation of the access period is carried out on general terms according to the formula "from February 1 to March 1".

6.3. Payment is made by the user in non-cash form by transferring funds to the licensor's bank account. Payment is made on the basis of an invoice issued by Space Group LLC at the request of the user, or (if technically possible) by paying online in the program and using the IAS FishStat interface.

6.4. The Licensor has established the following cost of the licensee's access to the FishStat IAS for the implementation of the purposes defined in clause 2.1 of this agreement: it is formed automatically in the offer after the Licensee chooses the connection conditions.

6.5. The licensee's refusal to actually use the FishStat IAS during the calendar period paid in accordance with the selected tariff is not a reason for a refund of the money paid.

## **7. RIGHTS AND OBLIGATIONS OF THE PARTIES**

7.1. The site Administrator is obliged to ensure uninterrupted round-the-clock operation of the FishStat IAS, with the exception of interruptions for preventive and technical work, as well as for technical work to eliminate possible failures in the operation of software or hardware. The total duration of the suspension of the FishStat IAS may not exceed 96 hours in one calendar month. Ensuring the smooth functioning of the FishStat IAS assumes the responsibility of the site administrator to ensure the proper functioning of all sections and subsections of the information system in order to realize the interests of the user associated with the login of an authorized user to the FishStat IAS and access to the "analytical system" section, as well as to all related services provided to authorized users on the site [www.fishstat.ru](http://www.fishstat.ru). In the event of a unilateral change in the terms of the license agreement for the right to use the IAS FishStat, the site administrator is obliged to post a corresponding notification with the attachment of the new version of the license agreement in free access for all authorized users of the IAS FishStat on the site [www.fishstat.ru](http://www.fishstat.ru).

7.2. The site administrator has the right to carry out a random check of the information provided by the user during the registration procedure and refuse registration in the IAS FishStat in case of detection of an obvious discrepancy between the data provided by the

user and the actual information about a legal entity or individual entrepreneur. The site administration has the right to block the user upon expiration of the period of access to the IAS FishStat in accordance with the tariff chosen by the licensee, until the licensee requests an invoice and pays for access to the IAS FishStat for a subsequent period.

7.3. After passing the authorization procedure for payment of the chosen tariff, the user of the IAS FishStat has the right to access the sections of the IAS FishStat "analytical system", "trading platform", "sales", "transportation", "storage", "MRI", as well as all related services for posting information and studying information from other users, checking potential contractors, correspondence and conclusion of contracts using the IAS FishStat interface, requesting and receiving invoices for payment of IAS FishStat tariffs, and other services, provided to authorized users on the site [www.fishstat.ru](http://www.fishstat.ru).

7.4. In all other matters of rights and obligations not reflected in Section 7 of the agreement, the parties are guided by the provisions of the current legislation of the Russian Federation. At the same time, regardless of the place of registration of the licensee, the national law of the Russian Federation applies to all legal relations of the parties arising from this agreement.

## **8. NOTIFICATIONS, CLAIMS, DISPUTES.**

8.1. In order to speed up the workflow process, all legally significant messages, including notifications and claims, are sent by the parties to each other by e-mail. Notifications to the user are sent by the site administrator to the email address specified during the registration procedure. Notifications to the site administrator are sent by the user from his mailbox specified during the registration procedure to the email address [it.spacegroup@yandex.ru](mailto:it.spacegroup@yandex.ru)

8.2. The Parties establish a mandatory claim procedure for resolving any disputes arising from this agreement, determining the response time to the received claim in 30 (thirty) days.

8.3. All disputes legal disputes between the parties that do not fall within the competence of the Intellectual Property Rights Court are subject to consideration by the Arbitration Court of Primorsky Krai (27 Oktyabrskaya Street, Vladivostok).

## **9. CONFIDENTIALITY**

9.1. The Parties undertake not to disclose or otherwise distribute confidential documents received by them from each other during the execution of the Agreement, except in cases when information is provided at the request of competent state authorities.

9.2. Confidential is all information received by the parties from each other during the execution of this Agreement, with the exception of information, which belongs to the public domain.

## **10. FINAL PROVISIONS**

10.1. This agreement of the parties is governed by the national law of the Russian Federation. All issues not regulated by this agreement are subject to resolution in accordance with the norms of Russian legislation.

10.2. The terms of this agreement may be changed unilaterally by the licensor with the mandatory provision of a new version by the site administrator to all users of the site [www.fishstat.ru](http://www.fishstat.ru), by sending them to the personal email addresses of users specified during registration on the site.

## **11. ADDRESSES OF THE PARTIES**

LICENSOR:

Limited Liability Company "Space Group" Russia, Vladivostok, Cheremukhovaya Street, 7, office 410

THE LICENSEE:

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