MASTER LICENSE AGREEMENT

Released July 28, 2016

- This agreement governs your acquisition and use of Creatio Software.
- By accepting this agreement, either signing indicating your acceptance or by executing an Invoice that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "Licensee" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the Software.
- **Definitions** In this agreement, the following definitions apply:
- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- **"Agreement"** means this Master License Agreement.
- **"Authorized Person"** means a competent representative of the Party responsible execution, reconciliation and approval invoices for rendering the services under the Agreement.
- **"Full access mode"** means the scope of the Software permitted use that includes the technical capabilities to enter, modify, and delete data used in the Software by the Licensee.
- **"Read only mode"** means the scope of the Software permitted use that includes in technical capabilities of data processing used by the Licensee in accordance with the functionality of the Software, except Full access mode.
- **"Documentation"** means Creatio's user guides, documentation, and help and training materials relating to the Software as updated from time to time, accessible via bmponline.com.
- **"Defect"** means any software error, defect, or deficiency (including any disabling code, virus, Trojan horse, worm, bot, or other harmful computer code).
- **"Invoice"** means an ordering and payment document specifying the Software to be provided hereunder that is entered into between Licensee and Creatio, including any addenda and/or supplements thereto.
- **" Creatio"** means Licensor under this Agreement and specified in Invoice.
- **"Restricted Period"** means the period ending 3 (three) years after the date of termination or expiration of this Agreement.
- **"Software"** means the software provided by Creatio and installed by or for Licensee at Licensee's premises, or on a Licensee-controlled server within a third party data center.
- **"Updates"** mean any modifications or upgrades to the Software that Creatio makes generally available to its Licensees at no additional charge.

1. GRANT OF LICENSE

- **1.1. Software License.** Creatio grants to the Licensee, and the Licensee accepts, a limited, non-exclusive, non-transferable, and revocable license to use the Software in accordance with the terms of this Agreement.
- **1.2. Reservation of Rights.** Any rights not expressly granted to the Licensee in this Agreement are reserved to the Creatio. The Licensee does not acquire any interest under this Agreement other than the right to use the Software upon the terms of this Agreement.

2. USE OF SOFTWARE

- **2.1. Permitted Uses.**

On-site	The Licensee shall use the Software only in accordance with this Agreement. The Licensee can use (i) the Full access mode of use the Software during the term of purchased support services package, and the (ii) Read only mode during the term of protection of exclusive property rights to the Software
On-site Subscription	The Licensee shall use the Software only in accordance with this Agreement.The Licensee can use the Full access mode of use the Software during the term of purchased license subscriptions and support services package respectively, and the (ii) Read only mode during the term of protection of exclusive property rights to the Software. Unless otherwise provided in the applicable Invoice, (a) Software are being sold / provided as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions

- **2.2. Restricted Uses**
- **2.2.1. No Distribution, etc.** Licensee shall not distribute, license, loan, or sell the Software or other content that is contained or displayed in it.

- **2.2.2.No Third Party Access.** Licensee shall not sell, license, or grant any access to or use of the Software to any third party.
- **2.2.3.No Time-Sharing.** Licensee shall not use or access the Software for any commercial time-sharing, rental, or service bureau purposes.
- **2.2.4.No Modification.** Licensee shall not modify, alter, or create any derivative works of the Software.
- **2.2.5.No Reverse Engineering.** Licensee shall not reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Software.
- **2.2.6.No Copies.** Licensee shall not make or permit the making of copies of (a) the Software other than as necessary for installation, back-up, archival, or disaster recovery purposes, or (b) the Documentation, other than a reasonable number of copies for training purposes.
- **2.2.7.No Derivative Works.** Licensee shall not create or permit the creation of derivative works from the Software.
- **2.2.8.Proprietary Notices.** Licensee shall not remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Software.

3. SUPPORT AND UPDATES

- **3.1.Software Installation.** Licensee is solely responsible for (i) Software installation (ii) the compliance with any minimum operating requirements identified in the Documentation.
- **3.2.Support.**

On-site	Licensee shall purchase support service package to enjoy Full Access mode of Software permitted use. Creatio shall provide Support Services in terms and condition prescribed by purchased service package. Descriptions of each service package including response time and fixing time are specified in Support Service Annex.
On-site Subscription	Licensee shall purchase support service package to enjoy Full Access mode of Software permitted use. Creatio shall provide Support Services in terms and condition prescribed by purchased service package. Descriptions of each service package including response time and fixing time are specified in Support Service Annex.

- **3.3.Updates.** Licensee agrees that Licensee's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Creatio regarding future functionality or features.

4. FEES AND PAYMENT

- **4.1.Fees.** Licensee shall pay all fees specified in Invoices. Except as otherwise specified herein or in an Invoice, (i) fees are based on Licenses and purchased and not actual usage, (ii) payment obligations are irrevocable and fees paid are non-refundable.
- **4.2.Payment.** Unless otherwise stated in the Invoice, charges are due net 15 (fifteen) days from the Invoice date. Licensee is responsible for providing complete and accurate billing details and contact information to Creatio and notifying Creatio of any changes to such information. The date of payment shall be the date under which the amount payable is credited to the Creatio account. Licensee shall pay all commissions for the wire transfer payments.
- **4.3.Refunds.** All charges and fees are non-refundable unless expressly stated otherwise, or otherwise provided by law.
- **4.4.Overdue Charges.** If any invoiced amount is not received by Creatio by the due date, then without limiting Creatio's rights or remedies, (a) those charges may accrue late interest at the rate of 1.4% of the outstanding balance per month, or the maximum rate permitted by law.
- **4.5.Taxes.** Creatio's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever ("Taxes"). Licensee is responsible for paying all Taxes associated with Licensee's purchases of Software hereunder.

5. TERM

- **5.1.Term.** This Agreement commences on the effective date and continues until all licenses hereunder have expired or have been terminated.
- **5.2.For on-site subscription only. Term of subscriptions.** The term of each subscription shall be as specified in the applicable Invoice. Except as otherwise specified in an Invoice, subscriptions will automatically renew for additional periods equal to the expiring subscription term or at least one year, unless either party gives the other notice of non-renewal at least 30 (thirty) days before the end of the relevant subscription term.

6. REPRESENTATIONS AND WARRANTIES

- **6.1.Creatio representations and warranties.** Creatio represents and warrants to the Licensee as follows, acknowledging that the Licensee is relying on these representations and warranties.
- **6.1.1.Conformity to Description.** The Software conforms to the Documentation.
- **6.1.2.No Material Defects in Software.** Creatio shall not insert or include any material Defect in the Software.
- **6.1.3.No Infringement.** The Software does not infringe upon the intellectual property or other rights of any third party.
- **6.2.Performance Warranty.** Creatio warrants to the Licensee that the Software will operate in accordance with the Documentation, but only if the Licensee installs and uses the Software in accordance with this Agreement.
- **6.3.No Warranty on Operability.** Creatio does not warrant that **(a)** the Software will meet the Licensee's requirements, **(b)** the operation of the Software will be uninterrupted, **(c)** the Software will operate properly in combination with any of the Licensee's other hardware and with software not supplied by the Creatio, or **(d)** any of the Licensee's other hardware or software not supplied by Creatio will operate properly in combination with the Software.
- **6.4.Disclaimer.** Creatio **(a)** makes no representation or warranty regarding any of the Software other than those made in this agreement, and **(b)** expressly disclaims all other warranties relating to the Software (including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement). Software is provided "as is," exclusive of any warranty whatsoever. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.
- **6.5.Consent to Use of Data.** Creatio and its affiliates may collect and use technical information gathered as part of the product support services. Creatio may use this information solely to improve Software; it will not disclose this information in a form that personally identifies the Licensee.
- **6.6.Compliance with Laws.** The Licensee shall comply with all applicable Laws relating to its use of the Software.

7. CONFIDENTIALITY

- **7.1.Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Licensee's Confidential Information includes Licensee's Data; Creatio's Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Invoices (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- **7.2.Confidentiality Obligations.** During the Restricted Period, the Receiving Party shall hold all Confidential Information in confidence in accordance with the terms of this agreement.
- **7.3.Use Solely for Purpose.** The Receiving Party shall use the Confidential Information solely for the purpose of carrying out the Receiving Party's obligations under this agreement.
- **7.4.Required Disclosure.** The Receiving Party may disclose Confidential Information to a third party if it is required to do so by law but only if, before that disclosure, the recipient, to the extent permitted by law,(a) gives the disclosing party Notice to allow it a reasonable opportunity to either seek a protective order or other appropriate remedy or waive the recipient's compliance with this section (Required Disclosure),(b) reasonably cooperates with the disclosing party, at the disclosing party's expense, in its reasonable efforts to obtain a protective order or other appropriate remedy,(c) discloses only that portion of the Confidential Information that it is legally required to disclose, and(d) uses reasonable efforts to obtain reliable written assurance from the third party that the Confidential Information will be kept confidential.

8. TERMINATION

- **8.1.Termination upon Breach**
- **(a)Failure to Pay.** If the Licensee fails to pay when due any amount owing under this Agreement and that failure continues for 15 (fifteen) business days, Creatio may terminate this Agreement, with immediate effect, by giving Notice to the other party.
- **(b)Any Other Breach.** If either party (i) commits any material breach or material default in the performance of any obligation under this Agreement (other than the Licensee's obligation to pay money), and (ii) the breach or default continues for a period of 15 (fifteen) business days after the other party delivers Notice to the breaching party reasonably detailing the breach or default, then the other party may terminate this Agreement, with immediate effect, by giving Notice to the breaching party.
- **8.2.Effect of Termination.** Upon termination or expiration of this Agreement, the Licensee shall (a) immediately cease to use the Software, the Documentation, any Confidential Information relating to the Creatio, and any other property belonging to, or received from Creatio that is in the Licensee's control, (b) return to the Creatio, or at the

Creatio's request, destroy all copies of the Software, the Documentation, any Confidential Information relating to the Creatio, and any other property belonging to, or received from Creatio that is in the Licensee's control, and (c) immediately pay to Creatio all amounts outstanding as of the date of, and any amounts outstanding as a result of termination.

9. LIABILITY

- **9.1.Limitation of Liability.** Neither party's liability with respect to any single incident arising out of or related to this agreement will exceed the amount paid by customer hereunder in the 12 (twelve) months preceding the incident, provided that in no event will either party's aggregate liability arising out of or related to this agreement exceed the total amount paid by customer hereunder. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability. However, the above limitations will not limit customer's payment obligations under Section 4 (fees and payment).

- **9.2.Exclusion of Consequential and Related Damages.** In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

- **9.3.Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

10. IDEMNIFICATION

- **10.1.Indemnification by Creatio.** Creatio will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Software in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (a) promptly gives Creatio written notice of the Claim Against Customer, (b) gives Creatio sole control of the defense and settlement of the Claim Against Customer (except that Creatio may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Creatio all reasonable assistance, at Creatio's expense. If Creatio receives information about an infringement or misappropriation claim related to a Service, Creatio may in its discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching Creatio's warranties under Section 6.1. (Creatio representation and warranties), (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement.

- **10.2.Indemnification by Customer.** Customer will defend Creatio against any claim, demand, suit or proceeding made or brought against Creatio by a third party alleging that Customer's Data, or Customer's use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Creatio"), and will indemnify Creatio from any damages, attorney fees and costs finally awarded against Creatio as a result of, or for any amounts paid by Creatio under a court-approved settlement of, a Claim Against Creatio, provided Creatio (a) promptly gives Customer written notice of the Claim Against Creatio, (b) gives Customer sole control of the defense and settlement of the Claim Against Creatio (except that Customer may not settle any Claim Against Creatio unless it unconditionally releases Creatio of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

11. WHO IS LICENSEE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- **11.1.General.** Who is Licensee contracting with under this Agreement, who Licensee should direct notices to under this Agreement depend on where Licensee is domiciled.

If Customer is domiciled in:	Customer is contracting with:	Notices should be addressed:
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean	Creatio Inc., a Virginia corporation	901 N Pitt Street STE 325, Alexandria, VA 22314, USA

If Customer is domiciled in:	Customer is contracting with:	Notices should be addressed:
A Country in the Europe and CIS Region	TERRASOFT GLOBAL LTD, a limited liability company incorporated in United Kingdom	Portland House, Bressenden Place, London, SW1E 5RS, United Kingdom
Australia, New Zealand, Pacific region	Creatio PTY LTD, a proprietary limited by shares company in Australia	19/3 London circuit, City, Canberra, ACT, 2601, Australia

- **11.2. Manner of Giving Notice.** Notices regarding this Agreement shall be in writing and addressed to Licensee at the address Licensee provides, or, in the case of Creatio, when addressed to Creatio at Creatio address.
- **11.3. Agreement to Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Creatio incorporation venue without regard to choice or conflicts of law rules. Licensee hereby consents and submits to the jurisdiction and forum of the competent court in all questions and controversies arising out of this Agreement.

12. GENERAL PROVISIONS

- **12.1. Anti-Corruption.** Licensee has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Creatio's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Licensee learns of any violation of the above restriction, Licensee will use reasonable efforts to promptly notify Creatio.
- **12.2. Entire Agreement.** This Agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements. This Agreement may only be amended by a written document signed by both parties.
- **12.3. Assignment.** The Licensee may not assign this Agreement or any of its rights or obligations under this Agreement without the Creatio's prior written consent. Creatio may assign this Agreement or any of its rights or obligations under this agreement,
- **12.4. Survival.** Sections 4 (Payment Obligations), 8 (Confidentiality), 9.3. (Effect of Termination), 10 (Liability), and 11 (Indemnification) survive the termination or expiration of this agreement.
- **12.5. Severability.** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- **12.6. Waiver.** A party's failure or neglect to enforce any of rights under this Agreement will not be deemed to be a waiver of that party's rights.