

DISTRIBUTION AGREEMENT

This Distribution Agreement and Exhibits attached hereto (together, the "Agreement") is entered into from the Effective Date (as defined below) by and between Bitrix, Inc, a Virginia corporation ("Company"), and the party who executed this Agreement ("You", "Distributor" and collectively with Company, the "Parties" and each, a "Party").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREINAFTER CONTAINED, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO, INTENDING LEGALLY TO BE BOUND HEREBY, AGREE AS FOLLOWS:

1. Defined Terms:

1.1. "Affiliate" shall mean, with respect to a given Person, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the given Person; "control" (including, with its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

1.2. "Agreement" shall have the meaning set forth in the preamble hereof and all materials referred or linked to in here.

1.3. "Confidential Information" shall mean any information, product, document or other material of any nature relating to or concerning the Company, Suppliers and/or their Affiliates, that is provided or made available to the Distributor either before or after the Effective Date, directly or indirectly in any form whatsoever, including in writing, orally, and machine readable, and including, but not be limited to, any correspondence, memoranda, notes, e-mails, formulas, samples, equipment, compilations, blueprints, business information, technical information, know-how, information regarding patents, patent applications, software, computer Object Code or Source Code, algorithms, high-level structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, products or product development strategies or plans, information concerning current and future products and services, customers, suppliers and markets, price lists and pricing information, financial statements and forecasts, computerized or other magnetically filed data, methods and techniques, manufacturing processes, developments, inventions, designs, drawings, engineering specifications, hardware configuration information, trade secrets, financial information of the Company Suppliers and/or their Affiliates and any other business records and information, including without limitation the information about this Agreement, the use or disclosure of which might reasonably be construed to be contrary to the interests of such the Company, Suppliers and/or their Affiliates, including information of third parties subject to confidentiality obligations and which one the Company, Suppliers and/or their Affiliates may share with the Distributor, provided, however, that Confidential Information shall not include information which: (i) that is already in the possession of the Distributor before receipt from the Company, Suppliers and/or their Affiliates; (ii) is or becomes rightfully in the public domain without no fault of the Distributor; (iii) is received by the Distributor from a third party who or which is not under any obligation of confidentiality or restriction on use or disclosure concerning such information, or (iv) is disclosed under operation of law to the public or to a third party without a duty of confidentiality. If Distributor asserts one of the four exceptions to Confidential Information above, then the Distributor shall prove such assertion by proper forms of documentary evidence.

1.4. "Distributor" shall have the meaning set forth in the preamble hereof.

1.5. "Documentation" shall mean user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials, maintenance know how, text and graphic elements of all user interfaces and any modifications or upgrades of the foregoing, developed for use in connection with Products and provided or made available by the Company or any of its Affiliates from time to time.

1.6. "Effective Date" means the date the Distributor receives an email from the Company confirming approval of Distributor's application as a "Bitrix Partner".

1.7. "End User" shall mean any Person that purchases Products for his, her, or its use and not for redistribution.

1.8. "End User License Agreement" shall have the meaning set forth in Section 2.4 hereof.

1.9. "Excluded territory and Persons" shall have the meaning set forth in Section 3.9(g) hereof.

1.10. "Gross Revenues" for any calendar period shall mean all gross sales revenues from the selling of Products to End Users, including without limitations upgrades and subscription renewals, if any, minus any refunds.

1.11. "Intellectual Property Rights" shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to Products, Confidential Information, Software, Documentation and Marks and may include without limitation:

(i) All right, title and interest in and to all patents and all filed, pending, or potential applications for patents, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed;

(ii) All right, title and interest in and to all trade secrets and all trade secret rights and equivalent rights arising under the common law, state law, federal law of the United States of America, and laws of foreign countries;

(iii) All right, title and interest in and to all mask works, copyrights, other literary property or author's rights, including Source Code, whether or not protected by copyright or as a mask work, under common law, state law, federal law of the United States of America, and laws of foreign countries; and

(iv) All right, title and interest in and to all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and/or brand names under common law, state law, federal law of the United States of America, and laws of foreign countries.

1.12. "Fees" for each calendar month shall mean the aggregate of fees, as indicated on Exhibit C, which may be calculated as a percentage of Gross Revenues, flat fees for each product sold, flat monthly fees, combination thereof or in any other manner agreed by the Parties and as may be amended from time to time upon mutual agreement by the Parties.

1.13. "Company" shall have the meaning set forth in the preamble hereof.

1.14. "Company Marks" shall mean all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and other distinct brand elements that appear from time to time in properties, products, ventures and services of the Company or any of its Affiliates, together with any modifications to the foregoing made by such parties during the term of this Agreement.

1.15. "Company Site" shall mean the Company's website currently located at <https://www.bitrix24.com/> and related sites owned or operated by the Company and any replacements, additions, or successors thereof as may be changed by the Company from time to time in its sole discretion.

1.16. "Marks" shall mean the Company Marks and Suppliers Marks.

1.17. "Notifications" shall have the meaning set forth in Section 11.6 hereof.

1.18. "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or Reverse-Engineering.

1.20. "Organization," shall mean without limitation, any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, governmental authority or company with any other form of organization.

1.21. "Outstanding Invoices Summary" shall mean a report delivered by the Company, which contains a summary of all outstanding invoices of the Distributor for the Reporting period, payment terms and other information, which the Company considers necessary. The Company on its sole discretion may modify Outstanding Invoices Summary from time to time.

1.22. "Parties" or "Party" shall have the meaning set forth in the preamble hereof.

1.23. "Partner Dashboard" shall mean a personalized part of Company Site found at <https://partners.bitrix24.com/> available for the Distributor access using login and password, which can contain Distributor's profile, Distributor's status certificate, order history and details, legal documents, and other required information.

1.24. "Partner Program" means the partnership program of the Company found at <https://partners.bitrix24.com/private/partner-policy.pdf> (or such other URL that Company may provide from time to time), which determine the procedure and conditions for the establishment and dissolution of the partnership between the Company and the Distributor.

1.25. "Person" means any individual, partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

1.26. "Products" shall mean Software and all related Documentation included therewith in any form and on any media and all fixes, updates, modifications, enhancements and new releases of the foregoing and those related materials sold and/or used in connection therewith.

1.27. "Promotional Materials" shall have the meaning set forth in Section 2.1(b) hereof.

1.28. "Reporting Period" shall mean a period of time, equal a calendar month. The Company may change it from time to time at its sole discretion by notifying the Distributor in accordance with Section 11.6 hereof.

1.29. "Reverse Engineering" shall mean the examination, disassembly, decompilation, decryption, simulation, code tracing of object code or executable code, debugging, or analysis of the Product or Confidential Information to determine its Source Code, structure, organization, internal design, constituent technologies, algorithms or encryption devices.

1.30. "Restricted Nations" shall have the meaning set forth in Section 3.9(g) hereof.

1.31. "Sales Report" shall mean the report, in such form as the Company shall specify, which shall set forth the calculation of the Fees, sales and maintenance agreement results for the applicable fiscal period, the total number of copies of Products distributed to end users and such other payment, sales and maintenance agreement information reasonably requested by the Company and in such form and format as is reasonably acceptable to the Company.

1.32. "Software" shall mean any software described in Exhibit A or the license (activation) key for the software and including all forms of code, such as Source Code and Object Code, any upgrades, modified versions, updates, and additions thereto, in any form and on any media including all fixes, updates, modifications, enhancements and new releases of the foregoing.

1.33. "Source Code" shall mean the human-readable form of the computer programming code and related system documentation including all comments and any procedural code such as job control language.

1.34. "Suppliers" shall mean one or more of the entities from which the Products or rights to the Products may be or may have been obtained by the Company.

1.35. "Suppliers Marks" shall mean all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and other distinct brand elements that appear from time to time in properties, products, ventures and services of Suppliers or any of their Affiliates, together with any modifications to the foregoing made by such parties during the Term of this Agreement.

1.36. "Term" shall have the meaning set forth in Section 10.1 hereof.

1.37. "Territory" shall mean those geographic areas specified in Exhibit B attached hereto and incorporated herein.

1.38. "You" means the Distributor, whether an individual person distributing or wishing to distribute the Product under this Agreement on his or her own behalf, or, an Organization on which behalf this Agreement is being entered into, then the Person accepting this Agreement represents hereby that such Organization has authorized such person to accept this Agreement on the Organization's behalf.

2. Appointment of Distributor.

2.1. Appointment of the Distributor. Subject to the terms and conditions set forth herein, the Company hereby appoints the Distributor as an independent distributor of the Products in the Territory and grants the following rights and the Distributor hereby accepts such rights:

a). a non-exclusive non-transferable right to sell, distribute, exhibit and market the Products directly to the End Users throughout the Territory during the Term of this Agreement as provided herein;

b). the right to use, reproduce, publish, perform and display the Company Marks: (i) on the Distributor web sites in connection with the posting of hyperlinks to the Products and/or Company Site; and (ii) in connection with the development, use, reproduction in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about the Products ("Promotional Materials"), provided that any Promotional Materials shall be pre-approved by the Company;

c). the right to include, on the Distributor's sites or third-party networks (including, without limitation, telephone and wireless networks), hypertext links (whether in graphical, text or other format) which enable users to link to the Company Site;

d). The Distributor's appointment as a distributor is not transferable to any third party and any attempt to transfer such appointment shall be void and without effect;

e). Notwithstanding anything to the contrary herein, nothing in this Section 2.1 or this Agreement shall be construed as restricting the Company or its distributors from marketing or distributing any of the Products directly to End Users, or through distributors or resellers in any form;

f). The foregoing notwithstanding, nothing contained herein shall limit the Company's ability to comply with all of the terms of existing agreements between the Company and third parties;

g). The Distributor is not allowed to register any Internet domain name containing a word "Bitrix" without a prior written consent from the Company; and

h). The Company can request the Distributor to hand over any Internet domain name containing the word "Bitrix" with a written notice. The Distributor will hand over the abovementioned Internet domain name in 30 days period.

2.2. Territory. The Distributor may not market, sell or otherwise distribute any Products to any third party outside the Territory without the prior written consent of the Company, and the Distributor shall refer to the Company all inquiries and referrals received by the Distributor regarding potential sales and licenses of the Products outside the Territory.

2.3. By entering into this Agreement the Distributor agrees to comply with the rules and regulations of the [Partner Program](#). Failure of the Distributor to comply with the [Partner Program](#) shall be deemed as failing to comply with the Agreement.

2.4. End User License. The Distributor is authorized to offer and distribute the Products to End Users under the terms, conditions and restrictions as provided in an End User License Agreement and Terms of Service, as provided by the Company in the Documentation or as may be attached hereto as Exhibit D (the "End User License Agreement"). The Company and the Distributor will cooperate to establish mutually acceptable procedures to reasonably assure that End Users enter into the End User License Agreement. The Distributor shall provide End User License Agreement to the End User and assure that such End User License Agreement is agreed to by the End User before the consummation of any transaction and the Distributor shall accept the return of the Products from End Users who do not wish to be bound by the terms and restrictions of the End User License Agreement and any such return shall be on the account of the Distributor and the Distributor shall be fully responsible for any expenses and costs incurred as a result of such return.

2.5. Delivery of Products

2.5.1. The Distributor is granted to download a copy of the 30-day trial version of the Products from the Company Site for purposes stated in Section 2.1.

2.5.2. As soon as practicable but not later than seven (7) days after the Distributor (i) pays any Fees due to the Company hereunder, and (ii) provides the Company with the name and type of the Product (and such other information as may be necessary or required), the Company provides the Distributor with specified Product. The Distributor shall provide End User with activation key enabling the full functionality of the Product and ensure that End User are promptly register the activation key. If activation key is not registered during 6 month period, it activates automatically on the Distributor.

2.5.3. For the demonstration and marketing purposes the Distributor may request the Company to supply the Distributor with one fully functional "not-for-resale" copy of the Product with an activation key effective for a certain Terms and pursuant to the terms hereof provided that: (i) the Distributor actively participates in the certification programs as set out by the Company, at its sole discretion, from time to time and as published on the Company Site, and also successfully completes the online course available at the Company Site (ii) unless otherwise agreed by the Parties, the Distributor may create one (1) demonstration version, (iv) the Distributor web site shall contain hyperlinks to the Products and/or Company Site, (v) the Distributor ceases the use and operation of such "not-for-resale" copy of the Product upon termination of this Agreement pursuant to the Section 10.2 hereof; and (vi) if, during one-year period, the total Gross Revenue from distributing of the Products to End Users by the Distributor pursuant to this Agreement is less than two times the

suggested retail price for the Product that has been provided to the Distributor free of charge pursuant to the terms hereof, the Distributor shall pay to the Company a Fee equal to the full dealer price for such Product. Notwithstanding anything to the contrary herein, upon termination of this Agreement, the Distributor shall cease using and operating any free copies of the Product and delete, uninstall and return to the Company any such copies unless a separate copy of the Product is purchased therefore.

2.6. Nature of Distribution. To the extent that any Product contains or consists of software, the Distributor's appointment grants to the Distributor only a right to distribute such Product, and does not transfer any right, title or interest to any such Product to the Distributor or the Distributor's customers. The Company shall sell Products to the Distributor only to the extent that such tangible goods consist of non-software items on the terms specified herein. Use of the terms "sell", "purchase," "fees" and "price" shall be interpreted in accordance with this Section.

3. Obligations of Distributor.

3.1. Promotional Efforts. The Distributor shall use its best efforts to (i) promote vigorously and aggressively the marketing and distribution of the Products and agrees to prominently display therewith the Company Marks, and (ii) follow the guidelines and obligations of the Distributor pursuant hereto. The Distributor may advertise the Products in advertising media of the Distributor's choice, provided that the primary audience or circulation is located in the Territory. Distributor shall make full use of all promotional material supplied by the Company if any. The Distributor shall list the information about the Product on its website and its official price list of goods and services provided that the Distributor shall not set the lower than the minimum prices listed on the Company's website.

3.2. Protection of Goodwill. The Distributor shall protect and preserve the goodwill and image of the Products and to (i) conduct business in a manner that reflects favorably at all times on the Products and the reputation of the Company, Suppliers and their Affiliates; (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to the Company Suppliers and their Affiliates, and the Products, or the public, including any disparagement of the Company, Suppliers and their Affiliates, or the Products; (iii) make no false or misleading representations with regard to the Company, Suppliers and their Affiliates, or the Products; and (iv) refrain from publishing or employing any misleading or deceptive advertising material.

3.3. Distributor Operations. The Distributor shall maintain at its cost and expense suitable demonstration facilities and/or media for the Products, as appropriate, comprised of appropriate compatible peripheral equipment and system software in good operating condition. The Distributor shall train and maintain a sufficient number of capable technical and sales personnel to comply with the guidelines and the Distributor's obligations pursuant hereto.

3.4. Technical Expertise. The Distributor and its designated staff shall be conversant with the technical language conventional to the Products and similar computer products in general, and shall develop sufficient knowledge of the industry (including, but not limited to knowledge about networks, including LAN and WAN networks), The Products and products competitive with Products (including specifications, features and benefits) so as to be able to explain in detail to its customers the differences between the Products and competitive products.

3.5. Service and Support. Parties hereby agree to mutually develop guidelines in order to provide pre- and post-sales and service and support for all Products distributed in connection with this Agreement.

3.6. Market Conditions. The Distributor shall advise the Company promptly concerning any market information that comes to the Distributor's attention regarding the Company, the Products, the Company's market position, or the continued competitiveness of the Products in the marketplace, including charges, complaints, or claims by End Users or other persons about the Company or the Products.

3.7. Ownership. The Distributor agrees that all right, title, and interest in and to the Products, including modifications, derivative works, developments, improvements, enhancements, and all Intellectual Property Rights are, and always shall remain, the sole and exclusive property of the Company, Suppliers and/or their Affiliates, as applicable. No right to disclose, use, print, copy, or display Products or Software in whole or in part is granted hereby, except as expressly provided herein. The Company, Suppliers and/or their Affiliates, as the case may be, retain the right to market and distribute the Products worldwide through retail, distribution, and any other marketing channels as the Company, Suppliers and/or their Affiliates may deem appropriate. Nothing in this Agreement shall preclude the Company, Suppliers and/or their Affiliates from marketing, distributing, licensing, selling, maintaining or servicing any Products worldwide through retail, distribution, and any other marketing channels as the Company, Suppliers and/or their Affiliates, may deem appropriate with respect to any distributor, dealer or customer, including without limitation, any customers, End Users, original equipment manufacturers, licensees or sublicensee. Distributor hereby acknowledges that the Company, Suppliers and/or their Affiliates, as the case may be, may modify, discontinue or add any Products at their sole discretion.

3.8. Limitation of Rights. Except as otherwise expressly set forth in this Agreement, the Distributor shall not, without the Company's advance written consent, which may be withheld at the Company's sole discretion, (i) modify, decompile, disassemble, decrypt, extract, or otherwise Reverse Engineer any Product or any part thereof; (ii) reproduce any Product except as otherwise expressly provided herein,

(iii) adapt in any way, modify, insert, delete, replace, change, prepare or create derivative works of or otherwise alter any files in the Product (except as such files may be modified as an incidental effect of the normal installation process); or (iv) make any Product available for any certification, analysis, trial or testing, including without limitation, any software performance comparison testing, without prior written approval from the Company which can be withheld at the Company's sole discretion. Except as otherwise specifically provided in this Agreement, the Distributor does not acquire any right to use, disclose, copy, reproduce, publish, or distribute Software, Products, or Marks and the order of, delivery to, or payment for Products does not convey any other right or license, expressly or by implication, estoppel or otherwise, under any Intellectual Property Rights owned by the Company, Suppliers and/or their Affiliates, including without limitation, the right to produce, modify or enhance any Products.

3.9 Other Distributor's Obligations. Distributor shall:

a). keep Confidential Information in strict confidence and shall not make use of Confidential Information for any purpose other than in connection with the Agreement;

b). notify the Company if disclosure of Confidential Information by the Distributor is necessary to comply with the requirements of any law, government order, regulation or legal process prior to such disclosure and the Company's request use best efforts to seek an appropriate protective order in connection with such legal process and, if unsuccessful, to use best efforts to assure that confidential treatment will be accorded to the disclosed Confidential Information;

c). take all necessary steps to ensure compliance by its employees or its other representatives with the Distributor's obligations under this Agreement;

d). represent the Products and any information relating to the Products accurately and fairly and shall avoid any misleading or unethical business practices and shall not mask, frame, overlay, impair or otherwise materially alter, affect or impair the images, information, perception, service quality or security obtained from the Company or any of its Affiliates;

e). refrain from making any warranty, representation, or guarantees with respect to the specifications, features, or capabilities of the Products, including without limitations warranties of functionality or performance, that are inconsistent with the Product's warranties and disclaimers contained in the Documentation and/or herein;

f). keep and maintain accurate books, records, reports and customer data relating to the Products;

g). The Distributor shall comply with all applicable international, national, governmental, quasi-governmental and/or local laws and regulations in performing its duties hereunder and in any of its services or dealings with respect to the Products, including without limitation, relevant embargo and export laws and regulations, and assure that, in connection with performance of its obligations pursuant to this Agreement or arising or relating therefrom, no Product, Confidential Information or any portion thereof, and any information relating thereto or to this Agreement, is exported, transshipped or re-exported, directly or indirectly, in violation of United States law and such foreign governments and ensure that none of the Products or the Documentation, underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any individual located in any country to which the United States has embargoed goods (the "Restricted Nations"); (ii) to any business or organization owned, controlled by or acting on behalf of an individual, business or organization in a Restricted Nation; (iii) to the governments of a Restricted Nation or any business or organization owned, controlled by or acting on behalf of a government of a Restricted Nation; or (iv) to any individual, group or organization on the United States Department of Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals or the United States Department of Commerce's Bureau of Export Administration's List of Denied Persons as each may be amended from time to time (collectively the "Excluded Territory and Persons"); and

h). forward to the Company copies of any information that comes into its possession relating to the performance of the Products, including, but is not limited to, complaints about the operation of the product, comments on the product or suggestions for its improvement, or any critical remarks for customers and if Distributor should receive notice of any "bug" or defect in the operation of any Products, the Distributor shall use its best efforts to ascertain as much information as possible from the end user making such complaint, so that such information will allow the Company to replicate the malfunction.

4. Proprietary Notices; Trademarks.

4.1. Marks. Any and all Marks are and shall remain the exclusive property of the Company, Suppliers and/or of their Affiliates, as the case may be, and the Company grants to the Distributor a limited license to reproduce the Marks only to the extent expressly provided herein. The Distributor will use the Marks consistently with guidelines for use as may be communicated by the Company from time to time. The Distributor acknowledges that its utilization of the Marks pursuant hereto shall not create in it, nor shall it represent it has, any right, title or interest in or to the Marks other than the license expressly granted herein, or contest or impair Intellectual Property Rights.

The Distributor shall:

- a). not, either during or after the Term of this Agreement, do anything or aid or assist any other Person to do anything which would infringe upon, harm or contest the validity of any Mark or the Company's, Suppliers' or any of their Affiliates' rights therein or which would hinder or prevent the Company, Suppliers or any of their Affiliates from utilizing and/or licensing or sublicensing the Marks in any manner;
- b). not in any manner authorize or purport to authorize any Person to use any of the Marks; and
- c). report to the Company any unauthorized use of any of the Marks by any Person that comes to the Distributor's attention in any manner whatsoever.

4.2. **Mark Policies and Standards; Quality Control.** The Distributor acknowledges that any right to use the Marks is conditioned upon the Distributor's observance of the provisions of this Agreement regarding the Marketing and advertising of the Products. The Distributor shall display the Marks in accordance with the Company's guidelines for using trademarks as in effect from time to time and as provided to the Distributor. Notwithstanding the foregoing, any change by the Company, Suppliers or any of their Affiliates to the Marks guidelines which affects the Distributor's usage shall not apply retroactively to the Distributor's past usage which conformed with the then current guidelines and the Company shall permit the Distributor a reasonable period of time in which to conform with the new guidelines. The Company retains the right to specify and approve the quality and standards of all materials on which the Marks are displayed and to inspect from time to time samples of such materials. If requested by the Company, additional agreements and conditions regarding manufacture and quality control will be set forth in a separate Addendum to this Agreement. Failure of the Distributor to adhere to such standards of quality as provided herein shall be grounds for the Company to terminate the Distributor's rights to use such Marks and to terminate this the Agreement. All advertising and other promotional, packaging and similar materials used by the Distributor concerning Products shall bear such trademark notices and legends as the Company may reasonably require pursuant to this Section.

4.3. The Distributor shall not use, alter or exploit in any manner any of the Marks, except in such manner and media as the Company may consent to in writing.

5. Fees, Payments and Orders.

5.1. **Fees and Payment.** Unless otherwise instructed by the Company, the Distributor shall use one of the options below. The applicable option shall be as indicated in the Distributor's account in the Partner Dashboard:

- a). The Distributor shall prepay the Company for all sales of the Product to End Users prior to any delivery of the activation keys to the Products and remit to the Company an amount in US Dollars equal to the entire aggregate Fees to the bank account or the registration service account provided to the Distributor by the Company in the Distributor's account in the Partner Dashboard; or
- b). The Distributor shall pay the Company for all sales of the Product to End Users in a cumulative manner on a periodic basis and remit to the Company an amount in US Dollars equal to the entire aggregate Fees by wire transfer to the account provided by the Company to the Distributor in the Distributor's account in the Partner Dashboard under the conditions and within the time specified in the Outstanding Invoices Summary as set forth in item 5.5 and any other financial documentation as may be required by law; or
- c). The Distributor shall pay the Company for all sales of the Product to End Users after the delivery of the activation keys for the Products and remit to the Company an amount in US Dollars equal to the entire aggregate Fees by wire transfer to the account provided by the Company to the Distributor in the Distributor's account in the Partner Dashboard accompanied with any financial documentation as may be required by law.

5.2. **Prices.** The minimum fees and suggested End User's prices, subject to applicable taxes and tariffs, shall be as provided in Exhibit C provided that such prices listed on the Company Site, unless otherwise indicated, do not include any applicable value added or sale taxes and may be changed by the Company from time to time upon a ten (10) day notice made in accordance with Section 11.6 hereof and further provided that subject to the minimum prices requirements described above, Distributor may freely set up fees to End Users and further increase such fees and prices to End Users for the amounts of applicable sales, use and value-added taxes.

5.3. **Taxes and other payments.** All disbursements, prices and fees payable to the Company hereunder, including the Fees, are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future, with the sole exception of the Company's income taxes, and any Distributor's liability for all licensing and royalty fees to third parties (other than for any Products or Marks) that accrue in connection with the Agreement, and therefore, prices are subject to an increase equal in amount to any tax the Company may be required to collect or pay upon the sale or delivery of purchased items.

Notwithstanding anything to the contrary herein, the Distributor shall be solely responsible for any value added taxes collections, payments and related registrations arising in any way out of or relating to this Agreement. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, the Distributor will obtain and provide the Company with such certificate, document or proceeding.

5.4. Right to Audit; Understated Payments. The Company or its designated agent may, at the Company's sole expense (except as provided herein), upon ten (10) days advance notice to the Distributor during the Distributor's business hours examine and/or audit the books and records of the Distributor which relate to payments due and Products distributed under this Agreement. The Company shall not have access to any of the Distributor's records beyond those necessary to complete any audit contemplated under this Section 5.4. If any examination or audit should reveal that the Fees to the Company under this Agreement for any period was understated in any Sales Report, then the Distributor shall pay to the Company immediately upon demand the amount understated and any penalty fee due with respect thereto. If any examination or audit discloses an understatement in any Sales Report of five percent (5%) or more, the Distributor shall also reimburse the Company for any and all costs and expenses connected with the examination or audit (including without limitation, reasonable accountants' and attorney's fees). In the event that any examination or audit discloses an understatement in any Sales Report of ten percent (10%) or more, the Distributor shall also pay to the Company as an underpayment penalty an amount equal to the amount of the underpayment. In the event any of the understatement of ten percent (10%) or more is determined to be intentional, the Company may at its option terminate this Agreement immediately upon written notice to the Distributor. The foregoing remedies shall be in addition to any other remedies the Company may have hereunder. No provision of this Section 5.4 shall be construed as limiting or restricting any the Company's rights or remedies provided elsewhere in this Agreement or by law.

5.5. Reporting. In case Parties agreed to follow the payment option as set forth in item 5.1(b) of the present Agreement, the Company is to provide to the Distributor an Outstanding Invoices Summary within 10 calendar days from the end of each Reporting period. The Distributor undertakes to make the payment in a period, indicated in Outstanding Invoices Summary.

6. Company Obligations.

6.1. Company obligations. The Company shall:

- a). Distributor Support. The Company shall have sole responsibility for the Distributor support for the Company Site and the Product, including but not limited to billing issues related to the Product; and
- b). Company Site and Products. The Company will be solely responsible for the design, layout, posting, maintenance and hosting of the Company Site and the cloud Products. For the avoidance of doubt, the Company hereby reserves the right to change, update and modify the Product, services and its fees and terms and conditions related thereto, at any time and without notice.

7. Representations and Warranties; Disclaimer.

7.1. Distributor Representations and Warranties. The Distributor represents and warrants that:

- a). if an Organization, it is an entity duly created, formed and organized, validly existing and in good standing under the laws of the jurisdiction of its creation, formation, or organization;
- b). there is no pending or threatened action (or basis therefor) for the dissolution, liquidation, or insolvency of the Distributor;
- c). it is duly qualified or licensed as a foreign corporation in each jurisdiction in which its assets are owned or leased, or the nature of its business makes such qualification or licensing necessary;
- d). it has all requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- e). the Agreement has been duly authorized, executed and delivered, and constitutes a valid, legal and binding obligation of the Distributor enforceable against the Distributor in accordance with its terms, subject to any law affecting creditors' rights; and
- f). the execution, delivery and performance by the Distributor of the Agreement do not and will not (i) violate any law (including, without limitation, privacy, export control and obscenity laws), (ii) violate any charter document of the Distributor, (iii) violate any agreement or order to which the Distributor is a party or by which the Distributor or its assets are bound, or (iv) require any consent from any Person.

7.2. Company Representations and Warranties. The Company represents and warrants that:

- a). there is no pending or threatened action (or basis therefor) for the dissolution (if an entity), liquidation (if an entity), bankruptcy or insolvency of the Company;
- b). it has all requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- c). the Agreement has been duly authorized, executed and delivered, and constitutes a valid, legal and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to any law affecting creditors' rights; and
- d). it has all the necessary rights, titles, and/or interests, in Products to grant the Distributor the rights and licenses contained in this Agreement.

8. DISCLAIMERS; LIMITED WARRANTY; LIMITATION OF LIABILITIES.

8.1. SCOPE OF WARRANTY; DISCLAIMER. THE COMPANY'S WARRANTIES AS TO THE PRODUCTS ARE LIMITED TO THE WARRANTIES SET FORTH IN THE DOCUMENTATION; PROVIDED, HOWEVER, THAT THE FOREGOING WARRANTIES ARE EXPRESSLY CONTINGENT (AND SHALL OTHERWISE BE VOID) UPON USE OF THE PRODUCTS STRICTLY IN ACCORDANCE WITH SUCH SPECIFICATIONS AND WITHOUT MISUSE, DAMAGE, ALTERATION, OR MODIFICATION THERETO. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH NO WARRANTY OF MERCHANTABILITY. AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, OF ANY KIND, EITHER EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY DOES NOT WARRANT THAT THE PRODUCTS WILL MEET THE DISTRIBUTOR'S, OR END USERS' REQUIREMENTS OR WILL OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED BY THE DISTRIBUTOR, OR END USER OR THAT THE OPERATION OF THE PRODUCTS WILL BE SECURE, ERROR-FREE, OR UNINTERRUPTED, AND THE COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

8.2. EXCLUSIONS OF DAMAGES AND LIABILITY. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

8.3. Limitation on Liability. If the Agreement is expired or terminated pursuant to any provision of hereof, the Company shall not be liable to the Distributor because of such termination, for consequential or incidental damages, including without limitation, loss of profits or goodwill. Termination shall not, however, relieve either Party of its liability or obligation for any breach or default occurring before the termination. Notwithstanding any provision to the contrary herein, the liability of the Company to the Distributor for any claim whatsoever related to the Products or this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of One Thousand (€1,000.00) US Dollars or the total amount of an exact order payments theretofore paid by the Distributor to the Company in connection with the order relating to such liability.

8.4. Applicability. The limitations and exclusions contained in Sections 8.1 through 8.3 shall apply notwithstanding any failure of essential purpose of any limited remedy.

9. Indemnification.

9.1. Indemnification by the Distributor. The Distributor shall indemnify, defend and hold the Company harmless from any and all claims, actions, costs, demands, liabilities or expenses, including reasonable attorney's fees, incurred by the Company as a result of any claim or proceeding against the Company arising out of or based upon:

- a). any statements made by the Distributor or its employees or agents with respect to the Products, except for statements that are a direct and correct reference to information in the Documentation and marketing materials provided by the Company for use in connection with the Products;

b). a claim of patent, trademark, trade secret or copyright infringement based on the combination, operation or use of the Products with any hardware, products, program or data not supplied or approved in writing by the Company, if such infringement would have been avoided but for such combination, operation or use; and

c). the modification of the Products by the Distributor.

9.2. The Company shall promptly notify the Distributor as set forth in Section 11.6 hereof after it becomes aware of any such claims, but failure to give such notice shall not relieve the Distributor of its indemnity obligations hereunder unless the Distributor has been materially prejudiced by such failure. The Distributor shall have exclusive control over the settlement or defense of such claims or actions, except that the Company may appear in the action, at its own expense, through counsel reasonably acceptable to the Distributor, only in the event it is determined by the Company, in its reasonable discretion, that an actual conflict of interest would exist by the Distributor's representation of the Company and the Distributor in such action. The Company shall give the Distributor, at the Distributor's expense, all information and assistance reasonably requested by the Distributor to settle or defend such claims or actions. The Distributor shall be entitled to retain all monetary proceeds, attorneys' fees, costs and other rewards it receives as a result of defending or settling such claims. In the event the Distributor fails to promptly indemnify and defend such claims and/or pay the Company's expenses, as provided above, the Company shall have the right to defend itself, and in that case, the Distributor shall reimburse the Company for all of its attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of the Company's requests made in accordance with Section 11.6 hereof.

10. Term and Termination.

10.1. Term. This Agreement is effective as of the Effective Date and will remain in full force and effect until terminated by either Party in accordance with the provision of the Agreement (as so extended, the "Term").

10.2. Termination. The Parties may terminate this Agreement as provided below:

a). the Distributor and the Company may terminate this Agreement by mutual consent at any time;

b). the Company may terminate this Agreement by giving notice to the Distributor at any time if the Distributor has breached any representation, warranty, obligation or covenant contained in this Agreement and this breach has not been cured within a 30-day period;

c). the Company may terminate this Agreement as provided in Section 4.2 and 5.4 hereof;

d). either Party may terminate this Agreement if the other Party attempts to make an assignment in violation of Section 11.1 below;

e). either Party may terminate this Agreement (i) if the other Party declares insolvency or bankruptcy, (ii) if a petition is filed in any court and not dismissed in ninety (90) days to declare the other Party bankrupt or for the other Party's reorganization under bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the rights of creditors; or (iii) if the other Party consents to the appointment of a trustee in bankruptcy or a receiver or similar entity;

f). The Company may terminate the agreement immediately in case of breach of items 2.1(g), 2.1(h), 5.1 or any of its sub-points or 5.5; and

g) either Party may terminate this Agreement at any time, without cause, upon notification in accordance with Section 11.6 hereof.

10.3. Distributor Actions upon Termination. In the event of termination or expiration of this Agreement, the Distributor shall:

a). immediately cease all use of Products, Software, and Marks and to uninstall, delete and destroy all relevant files, including, without limitation all activation keys;

b). immediately return to the Company copies of Products and Confidential Information, including any copies thereof;

c). calculate and pay to the Company the Fees through the date of termination and any other amounts due the Company hereunder; and

d). maintain all books, records, business reports and other reports relating to the Products for a period not less than two (2) years and permit the Company to inspect such documents as provided in Section 5.4 hereof.

10.4. No Prejudice to Other Rights. Any termination pursuant to Section 10.2 shall be without prejudice to any other rights or remedies which one Party (referred to in this Section 10.4 as the "nonbreaching Party") may have in respect of any default by the other Party (referred to in this Section 8.3 as the "breaching Party"). Any failure by the nonbreaching Party to exercise its rights hereunder to terminate or otherwise to enforce or recover damages for any default, breach or non observance by the breaching Party of any covenant, condition, obligation or term of this Agreement will not affect or impair the nonbreaching Party's right in respect of any subsequent default, breach or non observance of the same or a different kind, nor will any delay or omission of the nonbreaching Party to exercise any right arising from any default, breach or non observance affect or impair the nonbreaching Party's right as to the same or any future default, breach or non observance provided however, that nothing in this Section 10.4 shall be construed or interpreted as to override any provision in this Agreement limiting the remedies of a nonbreaching Party against a breaching Party.

10.5. Survival of Certain Provisions. Notwithstanding any provisions to the contrary herein, the provisions of Sections 3.2, 3.7, 3.8, 3.9(a) - (d), 4.1, 4.2, 5.4 (for a period of two years), 8, 9, 10.3 - 10.5, 11.2, 11.3 and 11.5 shall survive the termination or expiration of the Agreement and such termination or expiration shall not release the Distributor or the Company of their respective obligations regarding the Confidential Information, the Distributor's obligations with respect to Intellectual Property Rights or any duties, liabilities or obligations which by the terms hereof or in context are to survive termination; all licenses properly granted to End Users pursuant to the then-existing end user license agreements shall continue in force and effect in accordance with the terms thereof and the Products already distributed shall remain in use under the terms of such end user license agreements.

11. Miscellaneous Provisions.

11.1. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, provided, however, that the Company shall have the right to assign this Agreement to its Affiliates without the Distributor's prior consent by giving notice to the Distributor as set forth in Section 11.6 hereof. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

11.2. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to any products described herein in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

a). Arbitration. In the event of a dispute between the Parties arising out of or in connection with this Agreement, the Parties hereto shall use their best efforts to resolve the dispute on an amicable basis. If an amicable settlement cannot be reached, either Party hereto may request, by written notice, that the dispute be resolved by arbitration by a panel of three (3) arbitrators administered by the American Arbitration Association pursuant to the then current rules of the American Arbitration Association, Commercial Arbitration Rules (the "AAA Rules").

b). In the event of any conflict between the AAA Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail.

c). The place of the arbitration shall be Washington, District of Columbia, USA.

d). The claimant Party shall appoint an arbitrator and the respondent Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator, in accordance with the provisions of the AAA Rules.

e). The English language shall be used as the written and spoken language for all matters connected with all references to arbitration.

f). The decision of the arbitrators shall be made by majority vote and shall be made in writing.

g). The decision of the arbitrators shall be final and binding on the Parties, save in the event of fraud, manifest mistake or failure by any of the arbitrators to disclose any conflict of interest.

h). The decision of the arbitrators may be enforced by any court of competent jurisdiction and may be executed against the person and assets of the losing Party in any jurisdiction. For the avoidance of doubt, such court includes any court that is authorized to make such an order by virtue of any treaty or legislation relating to the reciprocal enforcement of foreign arbitral awards or judgments.

11.3. Legal Expenses. The prevailing Party in any legal action, including arbitration, brought by one Party against the other and arising out of this Agreement shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses, including

court costs and reasonable attorney's fees. Such fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose. Such fees shall be in addition to any other relief that may be awarded.

11.4. Publicity. The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither Party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Neither Party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law.

11.5. Non-solicitation. Both Parties agree that during the Term of this Agreement and for a period of one (1) year thereafter, that they will not, without the prior written approval of the other Party hire or enter into a contract with any employee, agent or representative of the other Party to provide services, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, consultant, agent or representative of either Party to leave or otherwise terminate such person's relationship with that Party.

11.6. Notices. All claims, instructions, consents, designations, notices, requests, demands, waivers, and other communications in connection with the Agreement ("Notifications") will be deemed properly given (a) through the interface of the Partners Dashboard, or (b) when transmitted via an e-mail to the email address provided by the Distributor in his account in the Partner Dashboard.

The Distributor shall notify the Company via email address partners@bitrix24.com or any other email which the Company may provide in the Partner Dashboard.

Either Party may change the email address to which Notifications are to be delivered by giving the other Party notice in the manner set forth herein.

11.7. Independent Contractors. The relationship of the Company and the Distributor established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, franchisor-franchisee, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow the Distributor to create or assume any obligation on behalf of the Company for any purpose whatsoever. Except for the rights of the Distributor set forth in this Agreement, the Distributor shall be solely responsible for developing and implementing its business and marketing plans and its operations.

11.8. Severability. If this Agreement or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

11.9. No Waiver. No provision of the Agreement will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.

11.10. Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions.

11.11. Further Assurances. The Parties will each perform such acts, execute and deliver such documents and instruments, and do such other things as may be reasonably requested to accomplish the transactions contemplated by this Agreement and to carry out the purpose and intent hereof.

11.12. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and, except as otherwise provided herein, no other Person will have any right, interest, or claim under this Agreement.

11.13. Entire Agreement. With the exception of prior Non-Disclosure Agreements, if any, the Agreement, together with the exhibits, attachments and appendices hereto, constitutes the entire agreement and understanding between the Parties or any of their Affiliates with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of the Agreement.

11.14. The Company may update and change the terms of the Agreement in its sole discretion from time to time. The Company will inform the Distributor about changes with a ten (10) days prior notice in accordance with Section 11.6 hereof.

The announcement about the Agreement's changes posted on the Partners Dashboard is considered as the proper and legally binding notification of the Distributor. The Company will update the "Last Modified" date of the Agreement at the top of the most recent version. The Company encourages the Distributor to review the terms of the Agreement whenever the Distributor logs into his account in the Partners Dashboard.

11.15. The Company considers all actions with the Partners Dashboard using the Distributor's correct login and password as executed by the Distributor, including making an order or payment for the Products.

11.16. All the information and documentation posted by Parties on the Partners Dashboard is considered to be the proper, legally binding and significant equivalent to documents made on paper certified by the handwritten signature of an authorized person of the Party.

11.17. The Distributor is solely responsible for any and all activities that occur under his Partner Dashboard with access using correct login and password, whether or not such use was authorized by the Distributor or whether he was aware of it.

11.18. By making a payment for the Products in accordance with item 5.1. the Distributor acknowledges and confirms his acceptance of the terms of the Agreement which can be found at <https://partners.bitrix24.com/agreement.php> valid at the time of such payment.

12. Data Protection

12.1 All personal information that the Parties may use and share (including, but not limited to the contact details of Parties' prospective and existing End Users and customers) will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the customer's rights under the GDPR;

12.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Nothing in this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations;

12.3 Parties shall ensure that they have in place all necessary consents and notices required to enable the lawful transfer of personal data to the other Party for the purposes described in this Agreement and will not use any personal data for purposes, not specified in this Agreement;

12.4 Parties shall ensure that it has in place suitable technical and organizational measures to protect the personal data from unauthorized or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures and that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

12.5 Each Party will Notify the other Party without undue delay (within 72 hours) of a personal data breach.

EXHIBIT A

SOFTWARE AND PRODUCTS*

Bitrix24 Cloud Version (commercial subscriptions and upgrade options)

Bitrix24 On-Premise Version (commercial activation keys and upgrade options)

*Products, product names, product editions and/or subscription options may be changed by the Company without prior notice. Available Products and product editions can be found on Company Site.

EXHIBIT B

TERRITORY

Worldwide, except the following countries:

1. Excluded territory and Persons as set forth in Section 3.9 (g);
2. Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russian Federation, Tajikistan, Turkmenistan, Ukraine, Uzbekistan; and
3. Estonia, Latvia, Lithuania.

EXHIBIT C

FEES*

Fees shall be calculated as the suggested End User's prices, which are stated on the Company Site via the following https://store.bitrix24.com/full_pricing.php, less the Distributor's discount in accordance with the Distributor's status in the [Partner Program](#) on the date of the Product order.

EXHIBIT D

END USER LICENSE AGREEMENT*

TERMS OF SERVICE*

*Available from Company Site.