

General Terms and Conditions

1. INTRODUCTION

- 1.1. This is an Agreement between the Licensor and the Licensee under which the Licensor is licensing software on a non-sole and non-exclusive basis for the Licensee's own use under the terms and conditions stated below.

2. DEFINITIONS

- 2.1. As used in this Agreement, the following definitions shall apply:

"Agreement" shall mean the present Software License Agreement between the Licensor and the Licensee.

"Authorized Users" shall have the meaning specified in paragraph 5.3 of the Agreement.

"Contractor" shall mean an individual engaged in entrepreneurial activities, or a legal entity that uses the Program in their own interests in order to carry out professional activities.

"Customer" shall mean a legal entity or natural person who has entered into this Agreement and provides the Contractor with the opportunity to receive orders for contract work using the Program. For the avoidance of doubts, in this Agreement the Customer is the Licensee.

"Database" shall mean all information owned by the Licensee, which are stored, managed and organized through the Program.

"Employee of the Contractor" shall mean a natural person who is an employee or executor of the Contractor, engaged by the Contractor to perform work under contracts concluded between the Contractor and the Customer.

"Employee of the Customer" shall mean a natural person who is an employee or executor of the Customer, engaged by the Customer to maintain the Customer's Project.

"Licensee" shall mean an entity mentioned in particular quotation offer.

"License fee" shall mean payment for use of the Program, which is determined in accordance with Article 4 of the Agreement.

"Licensor" shall mean BUILDBUILD LTD.

"Delivery Date" shall mean the date that the Licensee physically receives the Program in a particular version defined in this Agreement or takes possession of the Program by way of installation of the Program to the premises of the Licensee or gets access to the Program as a cloud service, such date to be no longer than in three (3) business days from the Effective Date.

"Documentation" shall mean the user's manual(s) and any other materials supplied by the Licensor for use with the Program and/or with any release of Update and/or new Versions.

"Effective date" shall mean the date upon which both parties have signed this Agreement.

"Mobile application" shall mean a computer program for mobile devices with access to the Internet. The mobile application is available for download through the app stores:

- Google play market
(<https://play.google.com/store/apps/details?id=io.buildbuild.worker>)
- App Store
(<https://apps.apple.com/am/app/buildbuild-construction-work/id1558108647>)
and
- AppGallery
(<https://appgallery.huawei.com/app/C105111853>)

and is capable of running Android and Apple iOS operating systems.

"Program" shall mean the construction software, Web application and Mobile Application called «buildbuild», which allows to plan works, track the progress of work, manage operations, control the quality of performed work, plan and keep a record of materials, equipment and consumables, draft e-documents, plan financial results and make payments, including the initial version delivered to the Licensee on the Delivery Date and any following versions the Licensor may release from time to time and all Updates. The exclusive rights to grant the right to use the Program and its elements belong to the Licensor.

"Project" shall mean set of actions of the Customer on the use of the Program within the framework of one house or, by written agreement of the Parties, within the framework of another way of grouping information that is convenient for the perception and work of the Customer.

"Registration" shall mean the initial download of the Program by the User and the input of primary data for authorization.

"Site" shall mean site on the Internet at: <https://buildbuild.io>, including all sub-domain names of the specified domain.

"Updates" shall include fixing bugs and making minor changes in the functionality of the Program, while keeping the same version.

"Users" shall include Contractor, Customer, Contractor's Employee, Customer's Employee.

"Versions" shall mean major changes of the Program which lead to a completely new form or variation of an earlier or original type of the Program.

"Web application" shall mean a computer program in the form of a cloud service, available at the link: <https://app-world.buildbuild.io/>. Working with the Web application is carried out through a computer program that allows users to view web pages on the Internet (Google Chrome, etc.).

3. SUBJECT MATTER

3.1. This Agreement guarantees the provision of a full license or licenses to the Licensee to all Updates and/or new Versions of the Program that the Licensee has licensed under the terms and conditions of this Agreement.

3.2. The Program provides the following features (functionality):

to the Contractor - gives him the opportunity to accept orders from the Customer for the performance of construction and repair work and the provision of services by concluding relevant agreements with the Customer or third parties;

to the Employee of the Contractor - provides him with the opportunity to carry out a number of actions directly or indirectly aimed at the direct execution of work contracts *concluded* between the Contractor and the Customer after the Contractor sends a request to the Employee of the Contractor using the Program;

to the Customer and the Employee of the Contractor - provides them with the opportunity to carry out a number of actions directly or indirectly aimed at monitoring the execution of work contracts concluded between the Contractor and the Customer, after the Contractor sends a request to the Employee of the Contractor using the Program.

The Program also allows Users to plan work, track the progress of work, manage work flows, control the quality of work performed, plan and account for materials, keep records of tools and consumables, involve performers of the necessary specialization and qualifications in the performance of work, generate electronic documents, plan financial result, plan and make payments.

At the same time, the Licensor is not a party that forms requests and orders or enters into agreements with Users (except for the conclusion of this Agreement with the Customer), is not a representative or trustee / agent of the Customer, and provides Users only with the technical ability to interact using the Program.

3.3. The Licensor grants the Users the right to use the Program (a simple non-exclusive license) throughout the world for the duration of the Agreement from the moment of its conclusion. The use of the Program is permitted only by playing it on a mobile device or on the User's personal computer solely for the purpose of using the functionality of the Program. The license is granted without the right to issue sublicenses.

3.4. The license is granted on an "as is" basis. The Licensor does not warrant uninterrupted access to the Program, the absence of errors, the elimination of defects, or protection against the transmission of viruses or other dangerous components as a result of the use of the Program.

3.5. Authorization in the Program:

for the Contractor and the Customer – is carried out after completing the initial Registration, in which the specified person is assigned a unique login and password, sent to the mobile phone number and/or e-mail address specified during the Registration;

for the Employee of the Contractor and the Employee of the Customer – is carried out after completing the initial Registration by clicking on the link provided by the Contractor, generated in the Program. During Registration, the specified person is assigned a unique login and password, sent to the mobile phone number and/or e-mail address specified during the Registration.

After authorization, the User has the right to use the Program.

4. CONSIDERATION

4.1. In consideration of the above provision of a non-sole and non-exclusive license or licenses the Licensee shall pay to the Licensor as follows:

- (i) The License Fee is charged exclusively from the Customer – for each Project within the Program. The number of Projects is initially set out in Appendix to this Agreement and can be changed:
- by signing a new Appendix or
- by paid invoice – and the Licensee's payment of the invoice, in which the current number of Projects is specified, means the Licensee's unconditional consent with this number.
- (ii) The amount of the License Fee is initially set out in Appendix to this Agreement and cannot be changed unilaterally within the validity period specified in the Appendix. However, after the expiration of the specified period (or if no validity period is specified in Appendix, then 6 months from the date the current License Fee was set), the License Fee will be determined on the basis of the license fees indicated on the Site, and the Licensee's payment of the invoice, in which the new License Fee is specified, means the Licensee's unconditional consent with it.
- (iii) The Customer shall pay to the Licensor the License Fee in advance within 5 (five) business days from the date of the invoice.
- (iv) In case of non-payment (incomplete payment) of the License Fee, the Licensor has the right to suspend the Customer's access to the corresponding unpaid Project within the Program (or to the full functionality of the Program in case of non-payment of the full amount) until the Customer makes payment in the required amount.
- (v) All payments are made by bank transfer (including with a bank card). All costs associated with the payment of the License Fee, including but not limited to the bank's commission fee for the transfer of funds, shall be borne by the Customer.
- (vi) In the event of:
- an early termination of the Agreement, as per the clauses of this Agreement, or
- receipt by the Licensor of a request from the Licensee to suspend the use of the Program,
- the Licensor shall refund any balances pro-rata to the remaining months which have been pre-paid by the Licensee, and such payment to be effected within one (1) month from termination of the Agreement or receiving the above request.
- For the avoidance of doubt:
- the month within which the Agreement is terminated or using of the Program is suspended, and
- the following month – if notice of suspension is received after the 15th day of the current month or if the date of termination of the Agreement falls on the 15th day of the current month,
- both shall be counted in full in favour of the Licensor.
- (vii) In the event of termination of the Agreement in accordance with Article 8.4 (i) of this Agreement, any License Fee paid is non-refundable.
- 4.2. The Licensee shall pay the consideration as per Article 4.1. above in currency specified in Appendix to this Agreement to the Licensor's bank account with the following details:

For payments in EUR:

Beneficiary: BUILDBUILD LTD

Bank Name: HELLENIC BANK LTD
Currency: EUR
Account Number: 240-01-915786-01
IBAN Number: CY26 0050 0240 0002 4001 9157 8601
SWIFT: HEBACY2N

For payments in USD:

Account Name: BUILDBUILD LTD
Account Number: 240-07-915786-01
Currency: USD
IBAN paper format: CY96 0050 0240 0002 4007 9157 8601
IBAN electronic format: CY96005002400002400791578601
SWIFT: HEBACY2N

5. GRANT OF LICENSE

- 5.1. The Licensor hereby grants to the Licensee and the Licensee hereby accepts a non-sole and non-exclusive right by way of license to use the Program, subject to the terms and provisions of this Agreement.
- 5.2. The Licensee does not hereby acquire any right to sub-license the Program whatsoever.
- 5.3. The license granted by this Agreement authorizes use of the Program by unlimited number of existing and/or future employees of the Licensee (“the Authorized Users”)
- 5.4. Such use, pursuant to Article 5.3. shall not require any extra fee payable to the Licensor.
- 5.5. The Licensee shall take all reasonable steps to inform all Authorized Users of the terms of this Agreement generally; such information shall be worded to specifically prohibit Authorized Users from copying or distributing the Program.
- 5.6. The User is obliged to:
 - (i) To provide at its own expense access to the Internet, configure and protect against unauthorized use of its equipment through which the Program is accessed, as well as respond promptly if cases of such use are detected;
 - (ii) To be liable for any breach of the obligations established by the Agreement, as well as suffer the consequences of such breaches (including any losses that may be incurred by the Licensor);
 - (iii) To comply with the terms of the Agreement, and if this is not possible – to stop using the Program immediately;
 - (iv) To comply with the rights of the intellectual rights of the Licensor;
 - (v) In the event of a change in the previously provided details, e-mail address or phone numbers – to change them by himself in the Program or immediately provide the Licensor with them;
 - (vi) In case of receipt of claims of third parties in relation to the Program - to notify the Licensor of the existence of such claims immediately.
- 5.7. The User is not entitled to:
 - (i) Use the Program to perform any actions that are contrary to the law and the normal use of the Program;

- (ii) Distribute or provide to third parties any information contained in the Program without the written consent of the Licensor;
- (iii) Copy, change, modify, supplement, decompile, reverse engineer, disassemble, translate, refactor, fix errors or make any other changes to the Program;
- (iv) Take any actions that are aimed at disrupting the normal operation of the Program or its individual services.

5.8. The User has the right:

- (i) To use the Program in accordance with the terms of the Agreement;
- (ii) In the event that the User has claims, wishes related to the provision of working conditions in the Program – to issue a corresponding appeal by sending a message to the Licensor's support service chat.

6. RESTRICTION AGAINST THIRD PARTY USE

6.1. The Program may not be used by any person or legal entity who is not an Authorized User.

7. SCOPE OF THE AGREEMENT

7.1. This Agreement shall apply to the Program in its original form delivered to the Licensee on the Delivery Date and/or any new Version and/or with all Updates that the Licensee is currently licensing from the Licensor.

8. TERM OF THE AGREEMENT

8.1. This Agreement will commence on the Effective Date and shall be valid of a term of pre-paid License Fee plus six (6) full months from the end of this term. Upon the lapse of the aforementioned term, this Agreement shall automatically be terminated, unless renewed by the Licensor at its sole discretion.

8.2. However, within the specified six (6) months:

if the Licensee pays the License Fee again – this Agreement shall be renewed for the term referred to in Article 8.1 of the Agreement. For the avoidance of doubt, such renewal may occur an unlimited number of times;

the Database incorporated in the Software shall be kept by the Licensor with the obligation to provide the Licensee with its backup copy within thirty (30) business days from the date of receipt by the Licensor of the relevant written request.

After the expiration of the specified six (6) months, this Agreement terminates and the Licensor may delete this Database.

8.3. The Licensee shall be allowed to early terminate this Agreement by giving 14 calendar days' notice in writing to the Licensor.

8.4. The Licensor shall be allowed to early terminate this Agreement:

- (i) in the event of a material violation by the Licensee of this Agreement or the law – immediately by giving a notice in writing to the Licensor;
- (ii) in the event of termination of business by the Licensor – by giving one (1) month’ notice in writing to the Licensor;
- (iii) in other cases - by giving two (2) months’ notice in writing to the Licensor.

8.5. In case of early termination of this Agreement (as set out in Articles 8.3 and 8.4 of this Agreement), except for the case specified in Article 8.4 (i) of this Agreement, during the period remaining until the date of termination of this Agreement, the Database incorporated in the Software shall be kept by the Licensor with the obligation to provide the Licensee with its backup copy within thirty (30) business days from the date of receipt by the Licensor of the relevant written request. After the date of termination of this Agreement, the Licensor may delete this Database.

9. DELIVERABLES

9.1. The Licensor on the Delivery Date shall only provide access to the Cloud version of the Program, and no installation shall be necessary for the Licensee.

10. WARRANTY

10.1. The Licensor warrants that he is the creator and/or author and/or owner of the Program and therefore, it has the right to grant this license provided in Article 5.

10.2. The Licensor warrants that the Program will perform substantially in accordance with Licensor's published Documentation and the Licensee confirms that he has reviewed the Program and is satisfied fully with its performance, operations and capabilities.

10.3. The Licensor shall not be liable for any error or failure resulting from hardware or operating system error, Licensee's failure to follow operating instructions, negligence or accident or modifications to the Program by any person other than the Licensor or any other reason beyond the control of the Licensor.

10.4. The Licensor is obliged:

- (i) To ensure the possibility of using the Program (in accordance with this Agreement);
- (ii) Not to disclose or transfer to third parties without the consent of the User information about his operations in the Program, except for cases of execution of contracts, cases provided for by the Agreement, and in other cases provided for by law.

10.5. The Licensor has the right:

- (i) To refuse to provide the User with access to the Program without warning and explanation of reasons in case of violation of the terms of the Agreement by the User, the implementation by the User of actions that the Licensor reasonably considers to be violating the terms of the Agreement;
- (ii) To restrict access to the Program (including with the use of automated systems) in order to fulfill the established obligations to protect information;

- (iii) To make changes to the Program in connection with the introduction of new Programs and services, as well as provide access to new services - without prior notice to the User;
- (iv) To send news and other information to Users by email and SMS provided by them.

10.6. The Licensor is not responsible:

- (i) For the consequences of unauthorized use of the Program by third parties that arose through no fault of the Licensor;
- (ii) For direct or indirect damage caused to the User as a result of using or inability to use the Program, as well as a result of errors, omissions, interruptions in work, changes in functions, defects, delays in the work of the Program;
- (iii) For any adverse consequences for the User caused by the incompatibility (or partial compatibility) of the Program with other programs used by the User, as well as if the adverse consequences were caused due to the impact of malware on the Program;
- (iv) For any actions of Users and third parties;
- (v) In the event of force majeure circumstances directly or indirectly making it impossible or preventing the performance of his duties.

11. OWNERSHIP RIGHTS OF THE LICENSOR

- 11.1. The Licensee acknowledges that it obtains no ownership rights in the Program under the terms of this Agreement. All rights in the Program including but not limited to trademarks and/or patents and/or copyrights are and remain solely property of the Licensor. All copies of the Program installed to the premises of the Licensee remain property of the Licensor.
- 11.2. The Licensee does not acquire any rights whatsoever in relation to the abovementioned intellectual property of the Licensor, except for a license to use them under the terms of this Agreement.
- 11.3. The Licensee does not acquire any rights and/or license to reproduce and/or reuse and/or modify, alter, reverse-engineer, disassemble, decrypt or recompile the Program and all other Documentation of the Licensor, except by the express prior permission in writing from the Licensor and on paying to Licensor a relevant reasonable fee to be agreed between the Parties.

12. TECHNICAL SUPPORT AND/OR UPDATES AND/OR NEW VERSIONS OF THE PROGRAM

- 12.1. The Technical Support for the purposes of this Agreement shall be given by the Licensor to the Licensee on an “as needed” basis.
- 12.2. When Technical Support issues may occur, the time of fixing will be different according to each different issue at the Licensor’s discretion.
- 12.3. The Licensor shall provide reasonable Technical Support by chat inside the Program or by e-mail concerning use of the Program and diagnosis of problems and/or errors.
- 12.4. The Licensor, additionally, shall provide to the Licensee with any Updates the Licensor might create for the Program, as defined in Article 2.

13. TERMINATION OF THE AGREEMENT

- 13.1. All terms of this Agreement shall commence upon the Effective Date and shall continue in effect until terminated as provided in this Agreement.
- 13.2. Each of the Parties shall be allowed to early terminate this Agreement by giving notice in writing to the other Party as per Articles 8.3 and 8.4 above.
- 13.3. In case of termination of this Agreement according to this Article, the Licensee is obliged to destroy any copies of the Program installed or recorded on any hard disk or other storage medium, including any backup copies except the backup copy of the Database incorporated in the Software (as per Articles 8.2 and 8.5 above).

14. AMENDMENTS AND/OR ALTERATIONS

- 14.1. Any amendment or alteration to the Agreement shall not be valid and binding unless it is agreed upon in writing by the Parties hereto except as provided in Article 4 above.

15. THIRD PARTY CLAIMS

- 15.1. If someone makes a claim against the Licensee that the Program, any part of it, any information, design, specification, instruction, code, data, or material related to the Program (hereinafter the "Materials"), and used by the Licensee, infringes its intellectual property rights, the Licensee shall:
 - (i) Notify the Licensor promptly in writing, not later than five (5) business days after the Licensee receives notice of the claim (or sooner if required under applicable law);
 - (ii) Give the Licensor sole control of the defence and any settlement negotiations, if so required by the Licensor; and
 - (iii) Give the Licensor the information, authority and assistance the Licensor needs to defend against or settle the claim.
- 15.2. If the Licensee believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Licensee may choose to request from the Licensor to modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially viable, the Licensor may terminate this Agreement and/or the license for, and require return of, the applicable Material and shall refund any expenses the Licensee might have incurred from the date of this Agreement up to such date of termination.

16. CONFIDENTIALITY

- 16.1. The Licensor and the Licensee shall keep confidential (and shall require their representatives, employees, advisors and other contractors to keep in secret) and shall not disclose directly or indirectly to any third persons (including to press and/or public and, for the avoidance of doubt, excluding their respective advisors, accountants, auditors, employees and counsels) any information marked as confidential in connection with the Agreement and/or the Program which the Licensee and the Licensor have received or will

receive from the each other, without a prior written consent from the other party, save in case such:

- (i) Information is publically available at the time of the disclosure, or becomes publicly available otherwise than as a result of any failure to comply with the terms of this Agreement; or
- (ii) Disclosure is required under the laws or a court order; or
- (iii) Disclosure is required by any governmental bodies in the Republic of Cyprus so as to obtain licensing in Cyprus for any matters requiring such license and being connected to the Program.

For the avoidance of doubt, all the information contained inside the Program and Documentation shall be deemed confidential.

- 16.2. Acknowledgement. Licensee hereby acknowledges and agrees that the Program and Documentation constitute and contain valuable proprietary Programs and trade secrets of Licensor and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Program and Documentation are confidential in accordance with the confidentiality requirements and conditions set forth herein.
- 16.3. The confidentiality obligation specified in Article 16.1 above shall apply throughout the validity of the Agreement and for a period of two (2) years after any termination of the Agreement.

17. NOTICES

- 17.1. Unless otherwise provided for in this Agreement, all notice and other communication shall be in writing in the English language. All notices and other communication under this Agreement are deemed to be duly delivered if delivered by hand or courier and handed over against signature, or send by registered mail, in each case to the following address:

If to the Licensor:

Irodi Attikou 8A, Lakatamia, 2332, Nicosia, Cyprus
Veronica Lisovina
Director

If to the Licensee:

As specified in particular quotation offer.

- 17.2. The Parties can change the contact details provided in Article 17.1 above only by written notice to the other Party.
- 17.3. Messages of information nature can be sent by e-mail.
- 17.4. Contact details of the Parties for messages of information nature are:

If to the Licensor:

Email: sales@buildbuild.io

If to the Licensee:

As specified in particular quotation offer.

18. OTHER

- 18.1. **Entire Agreement.** This Agreement, along with any appendices attached hereto and incorporated herein by reference, set forth the entire agreement between the Parties in this subject matter and supersedes any prior proposals and representation between the Parties, whether written or oral.
- 18.2. **Severability.** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, then that shall not affect: (a) the legality, validity, enforceability in that jurisdiction of any other provision of this Agreement; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 18.3. **Waivers.** All waivers must be in writing. Any waiver or failure to enforce this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 18.4. **Amendments.** All amendments and modifications to this Agreement shall be made by a written document signed by all Parties.
- 18.5. **Assignment.** The Licensee shall not have the right to assign the benefit of this Agreement to any third party without the written consent of the Licensor, unless otherwise stated in this Agreement.
- 18.6. **Force Majeure.** Neither party shall be liable for its failure or delay in performing its obligations pursuant to this Agreement if the failure or delay was caused by war, riot, fire, explosion, governmental orders or restrictions or by interruption of or delay in transportation or other causes beyond the reasonable control of the affected party. A party who is delayed in performing its obligations pursuant to this Agreement because of one of these events shall promptly notify the other party of the delay and the reason for the delay and shall exert its commercially reasonable efforts to recommence performance of its obligations as soon as possible.
- 18.7. **Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed will be an original, but all of which together will constitute one and the same instrument.

19. GOVERNING LAW

- 19.1. This Agreement shall be deemed to have been concluded in the Republic of Cyprus and the construction, validity, performance of any other matter concerning this Agreement shall be governed in all respects by the Laws of the Republic of Cyprus.
- 19.2. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or validity thereon, shall be finally settled by the Court of Cyprus under the general laws and regulations of Cyprus.

