LICENSE AGREEMENT

for the use of the SMS Gate Service software

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1. GENERAL PROVISIONS

1.1. This License Agreement (hereinafter, the “Agreement”) sets out the terms on which the Licensee is granted the right to use the software owned by Alif Technology Limited Liability Company (hereinafter, the “Licensor”), address: 51 F. Niyozi Street, Dushanbe, 734002, Republic of Tajikistan; TIN: 020048905; USN: 0210024614; email: partners@aliftech.net.

1.2. “Licensee” means a legal entity or individual entrepreneur that has accepted this Agreement (including by concluding a Service Agreement with the Licensor) and uses the Software in its own business activities.

1.3. This Agreement is a license agreement within the meaning established by the civil legislation of the Republic of Tajikistan and is concluded by the Licensee’s accession to its terms as a whole.

1.4. Any of the following actions constitutes acceptance of this Agreement: registration of a Personal Account in the SMS Gate Service with confirmation of acceptance of the Agreement; signing of a Service Agreement containing a provision on the grant of the License; or commencement of actual use of the Software. Registration of a Personal Account and conclusion of the Service Agreement are interrelated stages of connection to the Service: until the Service Agreement is signed, access is provided in trial mode, and full working access (sending Messages, registering Sender Names) is opened after it is signed. Acceptance is performed by a person authorized to act on behalf of the Licensee and confirms that such person has such authority.

1.5. This Agreement applies together with the Privacy Policy published at https://smsgate.tj/ and, after the Service Agreement is concluded, also together with the Service Agreement. In the event of any conflict between this Agreement and the Service Agreement signed by the Parties, the terms of the Service Agreement shall prevail with respect to the scope of rights and the amount of the remuneration.

1.6. If the Licensee does not agree with the terms of this Agreement, it must not use the Software.

2. TERMS AND DEFINITIONS

2.1. “Software” means, collectively and individually: the software of the SMS Gate Service, including the web interface of the Personal Account; the data transfer interfaces (API, SMPP) and the libraries and software development kits (SDKs) provided by the Licensor; the related technical documentation; and updates, supplements and new versions of any of the foregoing.

2.2. “License” means the right to use the Software on the terms of a simple (non-exclusive) license, granted to the Licensee by the Licensor solely for use in the territory of the Republic of Tajikistan.

2.3. “Access Keys” means the login and password of the Personal Account, tokens and other authentication data provided to the Licensee for access to the Software.

2.4. Other capitalized terms have the meanings given to them in the Privacy Policy and, where applicable, in the Service Agreement.

3. SUBJECT MATTER OF THE AGREEMENT AND SCOPE OF RIGHTS GRANTED

3.1. The Licensor grants the Licensee the License, i.e. the right to use the Software on the terms of a simple (non-exclusive) license, and the Licensee undertakes to use the Software within the limits established by this Agreement and to pay the remuneration in the manner provided for in Section 6.

3.2. The License is granted:

- in the territory of the Republic of Tajikistan;

- for the term of this Agreement (clause 11.1);
- solely for use in the Licensee's own business activities;
- without the right to grant sublicenses and without the right to transfer the rights to third parties.

3.3. The scope of the rights granted includes the right to: access the functionality of the SMS Gate Service through the Personal Account and the data transfer interfaces; configure the Software using its standard features; and reproduce the technical documentation to the extent necessary for operation.

3.4. The software of the SMS Gate Service is provided on a remote access basis (without a copy of the program being delivered to the Licensee).

3.5. All rights not expressly granted to the Licensee under this Agreement are reserved by the Licensor. The grant of the License does not result in the transfer to the Licensee of exclusive rights to the Software or any part thereof.

3.6. This Agreement does not grant the Licensee any rights to use the Licensor's trademarks, service marks, trade name or other means of individualization, except as expressly agreed by the Parties in writing.

4. RESTRICTIONS ON USE

4.1. The Licensee is prohibited from:

- transferring the Software, any part thereof or the Access Keys to third parties, or granting third parties access to the Personal Account without the Licensor's written consent;
- distributing, leasing, providing for temporary use or reselling the Software, or providing services to third parties using it;
- modifying, altering or adapting the program code, or creating derivative works based on it;
- decompiling, disassembling, reverse engineering or otherwise attempting to obtain the source code of the Software, except as expressly permitted by law;
- removing or altering copyright notices, trademarks and other indications of the rights holder;
- circumventing or attempting to circumvent technical protection measures, licensing, metering and access restriction mechanisms;
- using the Software for purposes contrary to the legislation of the Republic of Tajikistan or in breach of the Privacy Policy.

4.2. The Licensee undertakes to ensure compliance with this Agreement by its employees and other persons who have obtained access to the Software with the Licensee's knowledge, and is liable for their actions as for its own.

5. PROCESSING OF PERSONAL DATA

5.1. Use of the Software involves the Licensee transferring Subscriber Data (subscriber numbers and other information) to the SMS Gate Service for subsequent sending of Messages, including via the data transfer interfaces.

5.2. The Licensee is the database owner and the operator of the Subscribers' personal data. The Licensee is solely responsible for having legal grounds for processing such data and for obtaining the Subscribers' consent to receive Messages and to the transfer of their data to the Licensor and Telecom Operators, and, when sending to numbers of foreign telecom operators, to cross-border transfer, in accordance with the legislation of the Republic of Tajikistan.

5.3. By accepting this Agreement, the Licensee instructs the Licensor to process the said data solely for the purpose of providing services and in the manner provided for in the Privacy Policy published at https://smsgate.tj/.

5.4. The Licensee undertakes not to transfer to the Service any data whose processing is not permitted by law, including special categories of personal data.

6. LICENSE FEE

6.1. The amount of the license fee and the procedure for its payment are determined by the Service Agreement and its annexes (Tariffs).

6.2. The right to use the software of the SMS Gate Service (Personal Account, data transfer interfaces) is granted without a separate license fee; the cost of access is included in the price of the Services under the Service Agreement.

6.3. All payments are made in the national currency (somoni), by bank transfer, within the time limits established by the Service Agreement.

7. UPDATES AND TECHNICAL SUPPORT

7.1. The Licensor provides technical support for the Software.

7.2. Updates, supplements and new versions of the Software are provided on the terms of this Agreement and do not require the conclusion of a separate agreement, unless the Licensor expressly states otherwise.

7.3. The Licensor may make changes to the functionality of the Software, including modifying, adding and removing individual features, provided that the main purpose of the Software is preserved.

7.4. Technical support is provided on business days via email at partners@aliftech.net and by other means specified in the Service. Support does not include recovery of the Licensee's data, troubleshooting of hardware and third-party software, or customization to the Licensee's individual requirements.

7.5. Work on customizing the Software to the Licensee's individual requirements is performed under a separate agreement of the Parties and is paid for additionally. Exclusive rights to the results of such customization belong to the Licensor, unless the Parties have agreed otherwise in writing.

8. EXCLUSIVE RIGHTS

8.1. All exclusive rights to the Software, its components, source and object code, structure, algorithms, databases, documentation and design elements belong to the Licensor.

8.2. The Licensee is granted only the right of use (the License) to the extent established by this Agreement.

8.3. The Licensor warrants that it holds the rights necessary to grant the License and that the grant of the License does not infringe the rights of third parties.

8.4. If third parties bring claims against the Licensee relating to infringement of their exclusive rights by the Software itself, the Licensor undertakes to settle such claims by its own efforts and at its own expense, provided that the Licensee has promptly notified the Licensor of the claims and has not admitted them without the Licensor's consent. This warranty does not apply where the Software is used in breach of this Agreement, in modified form, or in combination with programs or equipment not approved by the Licensor.

9. WARRANTIES AND THEIR LIMITATION

9.1. The Software is provided "as is". The Licensor does not warrant that the Software will operate uninterruptedly and error-free, that it will meet the Licensee's specific expectations, or that it is compatible with all configurations of hardware and third-party software.

9.2. The Licensor is not responsible for the operability of the Licensee's equipment, communication channels and third-party software, including the Licensee's accounting systems.

9.3. The Licensee is responsible for backing up its own data. The Licensor is not liable for loss of the Licensee's data that occurs through no fault of the Licensor.

9.4. The Licensor’s aggregate liability under this Agreement is limited to the amount of remuneration actually paid by the Licensee to the Licensor for the 3 (three) calendar months preceding the event giving rise to the claim. Under no circumstances shall the Licensor compensate indirect losses or lost profits.

10. LIABILITY OF THE LICENSEE

10.1. For breach of the prohibition on transferring the Software or the Access Keys to third parties, the Licensor may unilaterally terminate access to the Software and demand payment of a penalty of 10,000 (ten thousand) somoni for each breach.

10.2. For breach of the other restrictions established by Section 4 of this Agreement, the Licensee shall compensate the Licensor for documented losses in full in addition to the amount of the penalty.

10.3. Payment of the penalty does not release the Licensee from the obligation to cease the breach or from the obligation to compensate losses.

10.4. Use of the Software in excess of the scope of the rights granted is deemed use without the permission of the rights holder and entails liability as provided for by the legislation of the Republic of Tajikistan.

11. TERM, SUSPENSION AND TERMINATION

11.1. This Agreement enters into force upon acceptance and remains in effect until terminated. After the Service Agreement is concluded, this Agreement remains in effect for the term of the Service Agreement, including any extension periods.

11.2. The Licensor may suspend the License (terminate access to the Software) in the event of: late payment of the remuneration or other payments under the Service Agreement; or breach by the Licensee of Section 4 of this Agreement.

11.3. The Licensor may unilaterally and out of court withdraw from this Agreement in the event of a material or repeated breach of its terms by the Licensee by sending a notice to the Licensee’s email address. The Agreement shall be deemed terminated from the business day following the day the notice is sent.

11.4. From the moment the License terminates, the Licensee must cease using the Software, delete all copies thereof received (if any) and, at the Licensor’s request, confirm the deletion in writing within 5 (five) business days.

11.5. Termination of the Agreement does not release the Licensee from the obligation to pay the remuneration for the period of actual use of the Software, as well as penalties and losses accrued prior to the date of termination.

11.6. The provisions of Sections 8, 10 and 12 survive termination of this Agreement.

12. CONFIDENTIALITY

12.1. The terms of this Agreement, the technical documentation, information on the architecture and operation of the Software, the Access Keys, and other information received by the Parties in connection with the performance of the Agreement are confidential.

12.2. The Parties undertake not to disclose confidential information to third parties without the prior written consent of the other Party, except where disclosure is required by law or is necessary for the performance of the Agreement.

12.3. The confidentiality obligations remain in effect for 5 (five) years from the date of termination of this Agreement, regardless of the grounds for such termination.

13. AMENDMENTS TO THE AGREEMENT

13.1. The Licensor may unilaterally amend the terms of this Agreement. The current version is published at https://smsgate.tj/.

13.2. The Licensor notifies the Licensee of amendments by posting information in the Service and/or sending a notice to the Licensee's email address at least 10 (ten) calendar days before the amendments take effect. Amendments that worsen the Licensee's position with respect to the amount of the remuneration are made in the manner provided for by the Service Agreement for changing the Tariffs.

13.3. Continued use of the Software after the amendments take effect constitutes the Licensee's consent to the updated version of the Agreement.

14. FINAL PROVISIONS

14.1. This Agreement is governed by and construed in accordance with the legislation of the Republic of Tajikistan.

14.2. All disputes shall be resolved by the Parties through negotiations. If no agreement is reached, the dispute shall be referred to the Economic Court of Dushanbe.

14.3. If any provision of this Agreement is held invalid by a court, this shall not affect the validity of its remaining provisions.

14.4. For questions related to the use of the Software, the Licensee shall contact the Licensor: Alif Technology LLC, 51 F. Niyozi Street, Dushanbe, 734002, Republic of Tajikistan; TIN: 020048905; USN: 0210024614; email: partners@aliftech.net; Service: https://smsgate.tj/.