

**Non-Exclusive License Agreement No.
for the Right to Use the Work
(with the Copyright Holder)**



on _____ /month/ _____ /day/, 2018

hereinafter referred to as the “Licensor”, acting on his/her own behalf, of the one part, and **BUBUKA Limited Liability Company**, hereinafter referred to as the “Licensee ”, represented by Director Dmitry Viktorovich Pangaev, acting on the basis of the Articles of Association, of the other part, hereinafter jointly referred to as “Parties” and individually as a “Party”, have entered into this Agreement as follows.

1. SUBJECT OF THE AGREEMENT

- 1.1. The Licensor hereby grants the Licensee the right to use musical works (hereinafter referred to as the “Intellectual Property”, IP) in the manner provided by this Agreement, and the Licensee undertakes to pay the license fee stipulated by this Agreement to the Licensor.
- 1.2. The Licensor guarantees that he/she is an owner of exclusive copyright and related rights to the Intellectual Property. For the purposes of identification of the Intellectual Property, the Licensor shall provide the Licensee with a list of IP owned by him/her, which is attached hereto as Appendix No. 1.
- 1.3. The Licensor shall be solely responsible for third-party claims to the Intellectual Property licensed hereunder.
- 1.3. The License granted to the Licensee hereunder shall be non-exclusive. The Licensor shall retain the right to grant licenses to other persons.
- 1.4. The License shall be granted for a period of 1 (One) year and shall be automatically renewed for successive one-year periods unless terminated by either Party.
- 1.5. This Agreement shall enter into force upon signature by both Parties.

2. USE OF THE INTELLECTUAL PROPERTY

- 2.1. The Licensee shall be entitled to use the Intellectual Property through the BUBUKA service, which is available in the Internet at www.my.bubuka.info by the following means (in particular for commercial purposes):
 - to reproduce the IP (reproduction right) solely to the memory of the computers which are an integral part of the BUBUKA service, i.e. the part without which the said service could not function;
 - to publicly represent/perform the IP (right of public representation/performance) using solely the technical devices connected to the BUBUKA service;
 - to communicate the IP to the public (right of communication to the public) by streaming the IP from the BUBUKA system using the technical devices connected to it through the Internet;
- 2.2. The Licensee shall be entitled to use the Intellectual Property in the following territories (in any place, room, building, structure and/or facility, including public ones): throughout the North and South Americas, Africa, Europe, Australia, Asia, the North Pole (including throughout the Russian Federation, the United States of America (USA), Canada, the United Kingdom of Great Britain and Northern Ireland, Japan, the People’s Republic of China (PRC), Ukraine, in all countries of the European Union, throughout Kazakhstan and Belarus)
- 2.3. The Licensee shall be entitled to conclude a sublicense agreement without additional written consent of the Licensor in each case, but the Licensee shall inform the Licensor of a particular IP and a facility at which it will be used, through his/her personal account in the BUBUKA system.
- 2.4. The Licensee shall report to the Licensor on using the Intellectual Property through a special access provided to the BUBUKA system for independent monitoring of using the Intellectual Property, by means of a personal electronic account or a special application for Andoid or iOS.

Licensee _____

Licensor _____

3. AMOUNT, TERMS AND CONDITIONS OF PAYMENT OF THE LICENSE FEE

- 3.1. The license fee shall be paid on such terms and conditions as described in the APPENDIX 2.
- 3.2. All payments under this Agreement shall be made by bank transfer to the Licensor's current account. The payment obligations of the Licensee shall be deemed fulfilled on the date when funds are credited to the correspondent account of the Licensor's bank.

4. LIABILITIES OF THE PARTIES

- 4.1. In case the Licensee fails to make payments within the terms agreed, the Licensor shall be entitled to demand from the Licensee to pay a penalty at the rate of 1/300 of the refinancing rate for each day of delay.
- 4.2. In all other cases, the Parties shall be liable for failure to perform their obligations under this Agreement in accordance with the applicable laws of the Russian Federation.

5. FORCE MAJEURE

- 5.1. The Parties shall be released from liability for partial or complete failure to perform their obligations under this Agreement if the proper performance is not possible due to a force majeure event, i.e., extraordinary circumstances that could not be reasonably avoided under the present circumstances, including: prohibition acts of government authorities, civil disorders, epidemics, blockade, embargo, earthquakes, floods, fires or other natural disasters.
- 5.2. In case of occurrence of the said events, the Party shall notify the other Party thereof within 10 (Ten) days.
- 5.3. A certificate issued by competent government authorities shall be a sufficient proof of the existence and duration of a force-majeure event.
- 5.4. If force-majeure events last for more than 30 (Thirty) days, either Party shall be entitled to unilaterally terminate this Agreement.

6. ALTERATION AND EARLY TERMINATION OF THE AGREEMENT

- 6.1. Any alterations or supplements to this Agreement shall be deemed valid if they are executed in writing and signed by both Parties. The respective supplemental agreements of the Parties shall be an integral part of this Agreement.
- 6.2. This Agreement may be early terminated by agreement of the Parties or at the request of one of the Parties on the grounds and in the manner prescribed by the applicable laws of the Russian Federation

7. RESOLUTION OF DISPUTES

- 7.1. All disputes arising from the conclusion, interpretation, performance and termination of this Agreement shall be resolved by the Parties through a complaints procedure. A complaint shall be sent using the means of communication that make it possible to record the fact of sending (by registered mail, cable, etc.) and receiving it, or handed to another Party against receipt.
- 7.2. Any complaint shall be accompanied by documents that substantiate claims raised by the interested Party (if the other Party does not have such documents) and documents confirming that a signatory to a complaint is duly authorized. Duly certified copies of the said documents shall be presented. A complaint sent without documents confirming that a signatory to a complaint is duly authorized shall be deemed invalid and not be considered.
- 7.3. The receiving Party shall consider a received complaint and notify the interested Party in writing of results within 10 (Ten) business days from the date of receipt of a complaint.
- 7.4. If the Parties fail to reach a dispute through a complaints procedure, or the interested Party does not receive a reply to a complaint within the period specified in clause 7.3 of this Agreement, such a dispute shall be submitted to the court in the Licensee's jurisdiction.

8. FINAL PROVISIONS

- 8.1. This Agreement is made in two counterparts of equal legal force, one counterpart for each Party.
- 8.2. APPENDIX NO. 1 (List of the Licensor's Intellectual Property) is attached to this Agreement.

Licensee _____

Licensor _____

9. ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES:

Licensee:

BUBUKA LLC

1-39, Zaozerny Per., Tomsk, 634009, RUSSIA

Phone: (3822) 22-74-11, 8-800-700-1191

INN/KPP 7017310772/701701001

OGRN: 1127017019700

current account No. 40702810464000004527

Additional office No. 8616/0243 in Tomsk,

Sberbank of Russia PJSC

Correspondent account No.

30101810800000000606

Bank Identification Code (BIC): 046902606

Licensor:

Director: _____ / D. V. Pangaev /
Seal

Licensor _____ / _____ /

Licensee _____

Licensor _____

APPENDIX NO. 1

**to the Non-Exclusive License Agreement No.
for the Right to Use the Work
(with the Copyright Holder)**



on _____ /month/ _____ /day/, 2018

List of the Licensor's Intellectual Property

Item No.	Name of work	Authors	Performer	File
1				
2				
3				
4				
5				
6				

SIGNATURES OF THE PARTIES:

Director _____ / D. V. Pangaev /

Licensor _____ / _____ /

Licensee _____

Licensor _____

APPENDIX NO. 2

**to the Non-Exclusive License Agreement No.
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on _____/month/ _____/day/, 2018

The Licensor shall receive 0.10 roubles or an equivalent amount in US dollars at the rate set by the Central Bank of the Russian Federation for each public performance of a track by a user of the BUBUKA service at one facility.

The payment shall be made by bank transfer to the Licensor's current account.

SIGNATURES OF THE PARTIES:

Director _____ / D. V. Pangaev /

Licensor _____/_____/

Licensee _____

Licensor _____



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hereinafter referred to as the “Licensor”, acting on his/her own behalf, of the one part, and **BUBUKA Limited Liability Company** hereinafter referred to as the “Licensee”, represented by Director Dmitry Viktorovich Pangaev, acting on the basis of the Articles of Association, of the other part, hereinafter jointly referred to as “Parties” and individually as a “Party”, have concluded this Appendix to the Non-Exclusive License Agreement No. _____ for the Right to Use the Work dated _____, 2017 (hereinafter referred to as the “Agreement”) as follows:

1. The Parties have established that organizations involved in collective management of copyrights and related rights do not participate in collection of license fees/royalties for the use of the property protected by Licensor’s copyright and/or related rights and used by the Licensee’s customers under existing agreements.
2. This Appendix shall be an official notice to organizations involved in collective management of copyrights and related rights that BUBUKA LLC is fully empowered to provide customers of BUBUKA LLC with public reproduction rights in relation to the property protected by the Licensor’s copyright and/or related rights.
3. The Licensor does not have any claim to customers of BUBUKA LLC in relation to public reproduction of the property protected by the Licensor’s copyright and/or related rights under the Agreement.
4. The Parties have established that, in the event that an organization involved in collective management of copyrights and related rights demands from a customer of BUBUKA LLC to pay a fee for using the property protected by the Licensor’s copyright and/or related rights or to conclude an agreement with such organizations, BUBUKA LLC shall be entitled to send this Appendix as a notice of the Licensor that he/she does not have any claims to BUBUKA LLC and its customer.
5. This Appendix is made in two counterparts of equal legal force, one counterpart for each Party.
6. Appendix No. 1 (List of the Licensor’s Intellectual Property) is attached to this Agreement.
7. ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES:

Licensee:**BUBUKA LLC**

1-39, Zaozerny Per., Tomsk, 634009, RUSSIA

Phone: (3822) 22-74-11, 8-800-700-1191

INN/KPP 7017310772/701701001

OGRN: 1127017019700

current account No. 40702810464000004527

Additional office No. 8616/0243 in Tomsk,

Sberbank of Russia PJSC

Correspondent account No.

30101810800000000606

Bank Identification Code (BIC): 046902606

Director: _____ / D. V. Pangaev /

Licensor:

Licensor _____ / _____ /

Licensee _____

Licensor _____