

CREATIO MARKETPLACE PARTNER PROGRAM: LEGAL

MAIN TERMS AND DEFINITIONS

- **Creatio** is the copyright holder of the Creatio software portfolio, as well as a legal entity that has obtained the right to conclude partner and license agreements with Partners including Technology Partners.
- **Technology Partner** or **Developer**— an individual or organization registered on the Marketplace with the purpose of developing new Creatio solutions and applications, the Creatio has entered into an appropriate Partner / License Agreement (hereinafter referred to as the Agreement).
- **Partner Organization** — a company that has an up-to-date Creatio's partner certificate. The "Partner" term (capitalized) hereinafter indicates a Partner organization who was issued this certificate.
- **Customer (End User)** — a legal entity, individual entrepreneur, or an individual who has obtained the right to use the Creatio Platform or the Partner's solution.
- **Creatio Platform** — a platform developed by Creatio.
- **Partner Solution** – any application developed and published by the Technology Partner. Marketplace Support determines type of Partner Solution provided by a Technology Partner for publication on the Marketplace. There are following types of the Partner Solutions:
 - **Component** – modular element of the user interface that performs basic functions and can be combined with other components to create any interface under the Customer's desires.
 - **Application** — any solution based on Creatio Platform that automates, processes, and provides versatile functionality.
 - **Product** – a bulk of interconnected applications, developed by the Technology Partner, that work together seamlessly. Such bulk provides a unified and integrated solution.
- **Creatio Marketplace** — Part of the Creatio website, where a registered Technology Partner can publish and sell developed applications under the terms of the relevant Agreement and Application Release Regulations. The Creatio Marketplace is the point of contact between the Customer and the Technology Partner for the purpose of familiarization with, the selection of, and the purchase of Partner applications, as well as for the promotion and popularization of the Creatio platform.
- **Developer's Workspace** — a secure Marketplace section that provides access to the Creatio platform development tools and lets the Technology Partners manage (create, publish, and update) their applications.
- **Marketplace Support** — a group of Creatio employees whose primary function is the organization and publication of partner applications on the Marketplace, control of the application release criteria, and developing relations with current and new Technology Partners in regards to support of the partner application life cycle.
- **Technical Support** – consultations and services carried out by Creatio, or a Technology Partner, to ensure the functioning of the supported application (Creatio Platform or Partner Application) in accordance with the established volumes and terms. The provision of technical support to an End User is formalized by issuing an appropriate Certificate to such End User.

- **Support Lines** — a multi-level structure of technical support with the distribution of areas of responsibility and responsibilities of technical support consultants, depending on the nature of the request. Support Lines Responsibility Areas:
 - 1st Line — accepting requests at any time, according to the terms of technical support maintenance for an individual Customer
 - 2nd Line — consultations by analysts on product functionality, testing, and diagnostics of errors
 - 3rd Line — issues diagnostics by developers and consultation on development
 - 4th Line — resolutions of issues in the basic product part by developers
- **End User Price** — the price at which the end user buys a Partner Solution
- **Renewal** — the application subscription renewal upon expiry of the application use period paid by the customer. Renewal is carried out by purchasing new licenses or certificates for technical support (depending on established license conditions).
- **Intellectual Property Rights** are any rights, whether or not filed or registered or otherwise, now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, other intellectual property rights laws, or any other proprietary rights or equivalent rights or form of protection relating to intangible property anywhere in the world.

GENERAL PROVISIONS

Use of Creatio Brand and IP

Any use of the Creatio trademark must be authorized in a written form by Creatio subject to the following conditions.

When the Technology Partner uses the Creatio trademark, information that the trademark belongs to Creatio must be explicitly stated in all online resources and sites of the company, marketing materials, commercial documents, including signature templates in e-mails, as well as business cards of the Technology Partner's employees. The Technology Partner may not use the Creatio trademark without the name of the partner organization, as well as without specifying the current partner status.

Technology Partner may not use the site address and domain e-mail addresses that are identical or similar to the domain names of Creatio resources as it may mislead current or potential Customers. When negotiating with Customers, the Developer's employees may not be introduced as Creatio employees, nor may they use Creatio's telephone numbers. Information about Creatio and its products must be provided on the Developer's website or the product site of the Software Solution, with an option to navigate to/linking to Creatio website.

Partner Solutions cannot compete with or replace or copy the functionality of the Creatio software portfolio and any Creatio Intellectual Property.

CONFIDENTIAL INFORMATION

Confidential information (regardless of the form (oral, written, machine-readable, undocumented, etc.) and on what media such information is disclosed (provided), as well as regardless of whether such information is marked as confidential) means the following information:

- all data, reports, records, correspondence, notes, reviews, developments, and other written information (in one way or another related to the Party) disclosed (provided) directly or indirectly by the Party and (or) its Affiliates;
- all data, reports, records, correspondence, notes, reviews, developments, and other information (in one way or another related to the Party) prepared by the Party or jointly by both Parties on the basis of the information specified in the subparagraph of the information specified above;
- information on negotiations and cooperation of the Parties.

The Affiliates of the Party shall mean:

- persons who are participants (shareholders) of the Party;
- persons who are participants (shareholders) of the company-participant (shareholder) of the Party;
- companies directly or indirectly controlled by the Party and (or) its participants (shareholders), and (or) participants (shareholders) of the participating company (shareholder) of the Party.

A company is considered to be under the direct control of another person if such person owns shares or another form of corporate rights that provide them with a majority of votes at the general meeting of the company shareholders.

A company is considered to be under the direct control of another person if this person has the legal authority to direct the intermediate entity or entities on how to exercise any of the rights that are attached to the shares of the company.

A company is considered to be under the indirect control of another person if there is an identifiable number of people, including that person and the specified company, related in such a way that each person in the chain is under the direct control of one or more people in this chain.

The following information is not confidential:

- which is publicly available (provided that the Party may indicate the source of such publicly available information), except when the information has become publicly available as a result of a breach of the requirements of the offer agreement (concluded between the Parties) by the Party regarding the maintenance of the confidentiality;
- which at the time of its disclosure (provision) was already known to the Party and was not received by the Party subject to the confidentiality of such information;
- which is received by the Party from a third party who has legal rights to collect, use, and disseminate (disclose) this information;
- the disclosure of which is permitted in a written form by the Party.

Parties include Creatio on the one hand and Developer and/or Technology Partner on the other.

The parties undertake to:

- use confidential information received from the other Party solely for the purpose of proper implementation of these Regulations and other contractual obligations between the Parties;
- strictly observe the secrecy of confidential information, take all dependent measures aimed at preventing unauthorized access, leakage, loss, forgery of confidential information (including ensuring proper storage of confidential information in both paper and electronic form in suitable places separately from all other information available to the Party);
- without the prior written consent of the other Party not to disclose (not provide) confidential information to any third parties other than Affiliates who need confidential information to carry out any activities for the proper performance of contractual obligations (in which case confidential information is disclosed (provided)) exclusively to the extent necessary for this particular person to carry out activities for the proper performance of contractual obligations);
- before disclosing (providing) confidential information to an Affiliate, ensure that such person is bound by the obligation to observe the confidentiality of information to the same extent as the Party, and has the same responsibility for breach of these obligations.

If any public authority or local authority in accordance with applicable law requires a Party and (or) an Affiliate to disclose (provide) confidential information, a Party shall promptly notify the other Party in a written form so that the other Party may issue an appropriate order and (or) take other actions to protect confidential information.

The Parties undertake, upon the first written request of the other Party, immediately:

- return or, at the request of the other Party, destroy confidential information, both in paper and electronic form (together with all copies and extracts from it), stored by the other Party and (or) Affiliates;
- destroy all analytical materials, reviews, developments, and other information prepared by the other Party or jointly by both Parties on the basis of confidential information.

In case of unauthorized disclosure of confidential information through the fault of the other Party or the Affiliate, the guilty Party is obliged to compensate the other Party in full for the losses caused by such disclosure. Compensation for damages does not relieve the guilty Party from the obligation to maintain the confidentiality of information in accordance with the contractual obligations between the Parties.

Nondisclosure obligations without the prior written consent of the other Party of confidential information are valid for the entire duration of the contractual obligations between the Parties, and for 3 (three) years from the date of their termination.

INTELLECTUAL PROPERTY

Intellectual Property of Creatio

All Intellectual Property Rights for the developed Application belongs to the Technology Partner who published this Application on the Marketplace.

Except as expressly granted in writing by an authorized representative of Creatio, Technology Partner shall not acquire any right, title, or interest in or to, nor have any right to use, any Creatio trademark, trade name, service mark, or other proprietary designation of Creatio other than as necessary to perform its rights and obligations under these Rules and agreements between the parties.

Intellectual Property of the Developer

Technology Partner represents and warrants that:

- the Technology Partner has title or authority to grant the rights and licenses specified herein;
- open-source code used in the Application does not violate the Intellectual Property Rights of third parties and is allowed for use in the commercial products of the Technology Partner;
- the granting of rights to use the Application does not violate copyright, related rights, patent, trade secrets (know-how) rights, and any other rights of third parties;
- all documentations are, and will be continually updated and maintained so that they continue to be, current, complete, and accurate;
- use of the Application in accordance with its functional purpose does not violate the requirements of the law;
- the Application (including any updates) do not and will not include any time bomb, virus, software lock, malicious logic, worm, Trojan horse, or other functionality or code that is designed to delete, disable, deactivate, or otherwise adversely interfere with the use of the Application;
- the Application lacks hidden (undocumented) functionality leading to financial damage to the customer. Such hidden functionality will not appear as a result of the Developer's elimination of defects in the Application in accordance with the provisions of this article;
- the Application does not contain software used under an open source license, the terms of which require the user to disclose the source code of the modified software, or limit the user's right to prohibit third parties from using the modified software;
- the Technology Partner agrees to use the Creatio Platform as a platform for the creation of any derivative software solely provided it makes subsequent registration and placement of such Software solution on the Marketplace;
- Application will be made available in a professional and workmanlike manner in accordance with best industry standards and practices for similar services, using Technology Partner personnel with the requisite skill, experience, and qualifications, and shall provide adequate resources to meet its obligations under these Regulations;
- the Application does not use parts of the code or other elements of third-party software without obtaining proper permission from the copyright holders of such software

Marketplace Support, when preparing an Application for publication on the Marketplace, reasonably assumes that the rights to the Application belong to the Developer who first claimed rights to the Application by submitting it through the Developer's account on the Marketplace. These representations and warranties are recognized by the Parties as being essential for the conclusion and execution of agreements signed by the parties. During the development process, the Technology Partner cannot use code elements that were created by Creatio or by other Marketplace Developers.

Developer understands that it is responsible for the accuracy of the content published on the Marketplace, including up-to-date license terms, contact information, and the lawful basis for using all images on the page of Partner Solution or the Developer on the Marketplace. The Developer indemnifies Creatio from all and any loss arising from breach of this clause.

The Technology Partner independently determines the measures and ways to protect his Intellectual Property Rights. Creatio recommends taking the most reasonable measures possible to ensure proper protection, in particular, use methods such as depositing a code, registering rights, obtaining trademarks, etc.

Peculiarities of Distribution of Rights to Software Solutions

The Technology Partner acknowledges that, as between Technology Partner and Creatio, the Intellectual Property Rights for the developed Software solution are distinguished as follows:

- Creatio is the Intellectual Property Rights owner of the Creatio Platform used as a platform for the development of the Software solution (including, but not limited to all its functionality) and owns all rights, title, and interest, including all Intellectual Property Rights, in and to the Creatio Platform.
- The Technology Partner owns Intellectual Property Rights for the Partner Solutions that are developed by them and included in the Software solution solely provided that Technology Partner complies with Intellectual Property Rights of Creatio for the Creatio Platform.

Indemnity. Resolving Disputes Related to Infringement of Third-party Rights Concerning the Marketplace Published Applications

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW TECHNOLOGY PARTNER WILL INDEMNIFY, DEFEND, AND HOLD CREATIO AND ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND REASONABLE EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES OF CONSULTANTS AND EXPERT WITNESSES, AND COSTS OF APPEAL), TO THE EXTENT ARISING OUT OF OR RESULTING IN WHOLE OR IN PART FROM

(A) ANY BREACH OF THESE RULES BY TECHNOLOGY PARTNER OR (B) ANY CLAIM THAT APPLICATIONS PUBLISHED HEREUNDER INFRINGE A THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT.

IF THE APPLICATIONS ARE BELIEVED BY CREATIO TO INFRINGE, TECHNOLOGY PARTNER WILL, AT ITS OPTION AND EXPENSE, EITHER (X) MODIFY THE APPLICATIONS TO BE NONINFRINGEMENT; OR (Y) OBTAIN FOR AMD A LICENSE TO CONTINUE USING THE APPLICATIONS IN THE MANNER DESCRIBED IN THESE RULES.

As a condition to the obligations of the indemnifying party above, Creatio shall: (a) promptly notify the Technology Partner of any claim for which indemnity will be sought; provided that no delay in providing such notice shall relieve the Technology Partner of any liability or obligations hereunder except to the extent the Technology Partner has been prejudiced by such delay; (b) permit the Technology Partner to assume control of the defense and settlement of such claim with counsel of its choosing; and (c) provide cooperation reasonably requested by the Technology Partner in investigating and defending such claim, at the Technology Partner's expense (provided that Creatio shall not be entitled to compensation for time spent providing such cooperation). Creatio shall have the right to participate in (but not control) the defense of any such claim, at its sole cost and expense, using counsel of its choosing.

Notwithstanding the foregoing and as an additional measure at Creatio's sole discretion, if the Marketplace support service receives requests/claims of third parties regarding infringement of their Intellectual Property Rights by the Technology Partner of the Application:

- Marketplace support service removes such an Application from the Marketplace immediately;
- Marketplace support service requests the Technology Partner to provide its substantiated reply concerning alleged infringement of such Application;

- Also, the Marketplace support service reserves its right to carry out a preliminary analysis of the situation, negotiate with the parties of the conflict. Marketplace support team has the right to decide if a code audit is needed to resolve the incident.
- The developer independently settles disputes with third parties and bears full responsibility for the information provided to Creatio, Marketplace support service, Creatio when publishing the Application, as well as for damage caused to Creatio and Creatio when publishing the Application in violation of the rights of third parties;
- The developer accepts all requests/claims/appeals of third parties on themselves and takes the necessary actions, support for the consideration of the dispute in court, compensation for damage caused by violation of rights, etc. (if Creatio is forced by the final court decision or in agreement with the Developer, it is deemed acceptable to indemnify third parties out of court) undertakes to reimburse Creatio in full amount paid by Creatio to third parties, all legal costs of Creatio and other expenses related to the violation of the rights of third parties;
- Creatio has the right to unilaterally remove all of the Developer's Applications from publication if the audit confirms that such Developer has infringed the copyright of a third party.

Protection of the Intellectual Property of the Developer

The Technology Partner independently determines the measures and methods for protecting his intellectual property. Creatio recommends taking the most reasonable measures for proper protection, in particular, use such methods as code deposit, registration of rights, obtaining trademarks, etc.

Termination

Technology Partner can terminate its participation in Creatio Marketplace Program in full or regarding some specific Partner Solution as described below.

1. Liquidation/Reorganization/Bankruptcy. The Technology Partner undertakes to notify Creatio and all its end-users about the upcoming reorganization/bankruptcy/liquidation procedure at least 2 (two) months before the start of such procedure. Such notice must contain information about the person to whom the exclusive rights to the Applications posted on Marketplace (Successor) are transferred, the further procedure for interaction with end-users, and the procedure for further licensing by the Successor of Applications posted on the Marketplace. In the absence of the Successor of the Developer, Creatio may propose to transfer the exclusive rights to the Application of such Developer to Creatio or its authorized partners (Marketplace developers). The Developer and the Successor are obliged to transfer the rights under the already concluded existing contracts in accordance with the applicable law.
2. Termination. If the Technology Partner decides to terminate the commercialization of one or more Partner Solutions, the Partner communicates its decision to Marketplace Support.
 - (1) Technology Partner, in cooperation with Marketplace Support, generates the list of end users with active contracts for Partner Solutions.
 - (2) Technology Partner may find and transfer all rights and obligations to its Successor. Technology Partner must fulfill all the obligations under Marketplace Program and contracts, concluded with the End Users, including updating the Partner Solution and Technical Support.
 - (3) After termination of all the contracts with the End Users, Technology Partner may conclude a relevant agreement with all the End Users to provide them worldwide, perpetual, irrevocable right to use the Partner solution (including software code), update and support it solely for the each End Customer's business purposes only.

WE ARE ALWAYS OPEN FOR A STRONG PARTNERSHIP!

We appreciate your interest in Creatio Marketplace Partner Program and look forward to a long-term cooperation.

Please feel free to get more information from our website: <https://marketplace.creatio.com/>

Feel free to contact the Creatio Marketplace Team: marketplace@creatio.com