PUBLIC
SUB-LICENSE AGREEMENT

This sublicensing agreement (hereinafter referred to as the Agreement) defines the mutual rights, obligations and the procedure for the relationship between the Individual entrepreneur Ivan Grebennikov, registered in Georgia, identification number 336055217, hereinafter referred to as the "Licensee", and the Sublicensee, who accepted the public offer on conclusion of this Agreement.

The current version of the Agreement is posted on the website https://interactive-software.pro on March 28, 2023 and comes into force the next day from the date of publication.

1. DEFINITIONS USED IN THIS AGREEMENT

1.1. The terms and definitions used in this Agreement are used in the following meaning:

Activation code (key) – a set of unique text characters, which is a technical means of copyright protection designed to activate the Program and allow it to be used on a specific device (hardware, personal computer).

Use of the Program - any actions related to the functioning of the Program in accordance with its purpose (including writing to the memory of an electronic computer (hereinafter referred to as a Computer)) in the manner determined by this Agreement and user (technical) documentation.

End User - a Sublicensee (legal entity, individual entrepreneur, individual) who has received from the Licensee the right to use the Program without the right to sublicense in accordance with the methods provided for in this Agreement.

Copyright Holder - a person (persons) who has (have) the exclusive right to the Program and (or) a person (persons) lawfully possess (have) in the relevant territory all the necessary volume of rights to Use the Program, which is granted to the Sublicensee under this Agreement.

Licensee's Price List (Price List) is a document approved by the Licensee, reflecting its pricing policy and containing information about the cost of Licenses. The current version of the Price List is published on the information resource (website) of the Licensee at https://interactive-software.pro, or sent upon a request by the contact email address.

Program - an ordered set of commands and data presented in an objective form, intended for use on a Computer and in other systems and devices for the purpose of processing, transmitting and storing information, performing calculations, obtaining audiovisual images and other results. A part of the Program is the documents included in it, which describe in detail the functioning of the Program, including interaction with the user and external components.

Simple (non-exclusive) License (License) - granting the Sublicensee the right to use the Program while retaining this right for the Licensee and the right to issue the License to other persons.

_____/ Individual entrepreneur Ivan Grebennikov   1

Instance of the Program - an electronic copy of the program, recorded (installed) on a tangible medium (separately or together with a personal computer) or downloaded (downloaded) from the official website of the Licensee.

2. SUBJECT OF THE AGREEMENT

2.1. In accordance with this Agreement, the Licensee grants the Sublicensee the right to use a copy of the Program under the terms of a simple (non-exclusive) License in accordance with the requirements specified in this Agreement and the user (technical) documentation, and the Sublicensee undertakes to pay the Licensee the remuneration provided for in this Agreement.

2.2. The terms of this Agreement do not provide for the transfer of ownership of the Programs to the Sublicensee.

2.3. The territory of validity of a simple (non-exclusive) License under this agreement includes all countries of the world, with the exception of Georgia.

2.4. The license under this Agreement is granted for the entire duration of the exclusive rights to the Program.

2.5 By this agreement, the Licensee confirms that he acts within the limits of the rights and powers granted to him by the Copyright Holder (based on the license agreement dated March 23, 2023 No.1 between the Licensee and the Copyright Holder (Interactive Projection LLC)), and at the time of granting the License to the Sublicensee, they are not pledged, not arrested, are not subject claims of third parties.

2.6. The Licensee guarantees that the conclusion of this Agreement does not violate the rights of the author and the rights of third parties.

2.7 The Agreement grants the Licenses to the Sublicensee without retaining for the Sublicensee the right to issue Licenses to other persons, both within the term of this Agreement and after its expiration. The Sublicensee may use copies of the Programs only within the limits of those rights and in the ways provided for by this Agreement and the user (technical) documentation.

2.8 All provisions of this Agreement apply both to the Program as a whole and to its individual components.

2.9. General description of the Programs:

2.9.1. "Project Touch" set of computer Programs are designed for the functioning of specialized interactive equipment designed for developing and teaching activities, as well as games with children from 3 years old under adult supervision. The set of Programs consists of the following modules (additional modules may be developed and prepared for licensing over time):

- Interactive Floor
- Interactive Wall
- Interactive Wall Sports
- Interactive Wall Animated Drawings
- Interactive Sandbox
- Interactive Mobile Floor
- Interactive Climbing Wall

_____/ Individual entrepreneur Ivan Grebennikov   2

- Interactive Slope
- Interactive Cubes
- Magic Pencil
- Interactive Shooting Gallery
- Interactive Floor Figures
- Interactive Birthday Table
- Interactive Disco
- Interactive Hopscotch
- Interactive Swing
- Interactive Jumper
- Immersiveness
- Interactive Lights

2.9.2. The License to use each Program (module) is transferred to the Sublicensee separately in the manner determined by this Agreement.

2.9.3. The Licensee's official website contains requirements for the technical characteristics of the computer and recommended components that the Sublicensee must provide independently for the correct operation of the Programs.

3. PROCEDURE FOR CONCLUDING THE AGREEMENT

3.1. This Agreement is a public agreement, according to which the Licensee assumes the obligation to grant Licenses to an indefinite number of persons (Sublicensees) who have applied for the said Licenses.

3.2. Publication (placement) of the text of this Agreement on the information resource (website) of the Licensee at https://interactive-software.pro is a public offer of the Licensee addressed to an indefinite circle of persons (Sublicensees) to conclude this Agreement.

3.3. The conclusion of this Agreement is made by joining the Sublicensee to this Agreement, that is, through the acceptance by the Sublicensee of the terms of this Agreement as a whole, without any conditions, exceptions or reservations.

3.4. The fact of acceptance by the Sublicensee of the terms of this Agreement is the payment by the Sublicensee of the license fee in the manner and on the terms specified in this Agreement.

3.5. This Agreement, subject to the procedure for its acceptance, is considered concluded and has full legal force.

4. TERMS AND CONDITIONS OF USE OF THE PROGRAMS. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Sublicensee has the right:

4.1.1. use the Program on the basis of the license granted under this Agreement within the limits stipulated by the Territory and Period Agreement, exclusively in the following ways:

1) install, store and use the Program on their physical media and hardware (equipment);

2) launch and operate the Program within the framework of the functionality that is included in it by the developer, author and specified in the user (technical) documentation;

3) make copies of the Program solely for their own, archival purposes, without the purpose and possibility of transfer to third parties;

4) run and operate the Program within the framework of its commercial or non-commercial activities by any non-prohibited means, if this does not allow copying the Program by third parties, transferring a copy of the Program to third parties and going beyond the limits limited by the functionality of the Program;

5) provide third parties with access to the functionality of the Program, if this does not allow copying the Program by third parties, transferring a copy of the Program to third parties and going beyond the limits limited by the functionality of the Program;

4.1.2. require the Licensee to properly fulfill obligations under this Agreement;

4.1.3. unilaterally terminate the Agreement in the following cases:

1) significant non-fulfillment or improper fulfillment by the Licensee of the obligations assumed under the Agreement;

2) disagreement with the changes and (or) additions to the Agreement made by the Licensee.

4.2. The Sublicensee is obliged:

4.2.1. to get acquainted with the terms of this Agreement in detail until the moment of its acceptance in accordance with clause 3.4 of this Agreement;

4.2.2. comply with all the requirements of this Agreement regarding the use of the Programs, including, but not limited to: use exclusively in the ways provided for in paragraphs. 4.1.1 clause 4.1 of this Agreement;

4.2.3. pay the license fee in the manner and terms specified in Section 6 of this Agreement;

4.2.4. not to take actions that may adversely affect the activities or image (business reputation) of the Licensee and (or) the Copyright Holder, violate their rights and legitimate interests, as well as the rights and legitimate interests of third parties;

4.2.5. prevent unauthorized interference with the operation of the Programs by:

1) changes in the structure and (or) content of the database, with the exception of those made exclusively through the software modules supplied by the

Licensee and (or) the Copyright Holder to the Sublicensee in accordance with the user (technical) documentation of the Programs;

2) changes to the executable, configuration or auxiliary files (or their configurations in operating environments) supplied by the Licensee (or) the Copyright Holder to the Sublicensee of program modules;

3) changes in the configuration, as well as executable, adjustment or auxiliary files of the Programs, with the exception of changes made in accordance with their user (technical) documentation.

4.2.6. in the event of termination of this Agreement, immediately stop using the Program, unless otherwise provided by the terms of this Agreement and (or) user (technical) documentation;

4.2.7. ensure the safety and confidentiality of official information received from the Licensee;

4.2.8. if there are claims regarding the fulfillment by the Licensee of its obligations under this Agreement, notify the Licensee in writing within 5 (five) calendar days from the moment when the Sublicensee became aware or should have become aware of the non-performance or improper performance by the Licensee of the obligations assumed;

4.2.9. provide the Licensee with complete and reliable information necessary for the execution of this Agreement;

4.2.10. monitor the security and relevance of the equipment and software used in working with the Programs.

4.3. The Licensee has the right:

4.3.1. unilaterally suspend the fulfillment of obligations under this Agreement, reject the Sublicensee's application for the acquisition of a new License until the Sublicensee eliminates the reason that served as the basis for such a decision, in cases where:

1) The Sublicensee partially or completely fails to comply with the terms of this Agreement, including if the Sublicensee violates the terms and procedure for using the Programs provided for in this Agreement, user (technical) documentation, including in cases where the Sublicensee grants the License to third parties (through the conclusion of sublicense agreements);

2) within the terms specified in the invoice, the Sublicensee did not pay the cost of the license fee;

3) actions or omissions of the Sublicensee cause restrictions or impede the access of third parties to the services of the Licensee, may lead to property damage to the Licensee or third parties.

4.3.2. unilaterally refuse to execute this Agreement in full in cases where the Sublicensee partially or completely does not comply with the terms of this Agreement, including if the Sublicensee violates the terms and procedure for using the Programs provided for in this Agreement, user (technical) documentation, including in cases of providing The sublicensee of the License to third parties (through the conclusion of sublicensing agreements).

4.3.3. not to accept for consideration the claims of the Sublicensee, presented with a missed deadline, during which such claims can be made (clause 4.2.8 clause 4.2. of this Agreement);

4.3.4. require the Sublicensee to provide complete and reliable information necessary for the execution of this Agreement.

4.4. The Licensee is obliged:

4.4.1. provide the Sublicensee with the License in the manner and within the time limits specified in clause 7.1. actual agreement.

4.4.2. ensure the confidentiality of information provided by the Sublicensee, except when providing access to such information to third parties is a necessary condition for fulfilling the terms of this Agreement (in these cases, information is provided to third parties in agreement with the Sublicensee), or is mandatory due to legal requirements;

4.4.3. eliminate the comments received from the Sublicensee within the terms agreed in writing with the Sublicensee.

5. LIMITATIONS ON THE USE OF THE SOFTWARE

5.1. The sublicensee is not entitled to:

5.1.1. use the Programs in an amount that goes beyond the current scope of the License and in the ways not provided for in this Agreement;

5.1.2. make any changes to the source, object codes of the Programs;

5.1.3. distribute, communicate to the public the Programs in any form and by any means, including jointly with other programs, as part of collections of software products, with the offer of other programs, settings and other products, regardless of the purpose of such use;

5.1.4. study, examine, test the Programs to determine the programming ideas and principles on which the Programs are based, decompile, decrypt or otherwise attempt to obtain the source code of the Programs;

5.1.5. modify, adapt, correct, change the Programs, including those on tangible media and hardware (equipment) of the Sublicensee;

5.1.6. distribute or otherwise transfer to third parties copies of the Programs (including components of the Programs and archival copies of the Programs), grant Licenses to third parties, and/or sell, rent, transfer or otherwise make available to any third party Computers on which Programs installed;

5.1.7. by their actions (or inaction) create conditions for access to the Programs (Instance of the Program), as well as the Activation Code (key) for third parties and not take reasonable measures to protect against intruders;

5.1.8. take other actions with respect to the Programs that violate the provisions of this Agreement, user (technical) documentation, as well as the norms of applicable law in the field of copyright protection.

_____/ Individual entrepreneur Ivan Grebennikov   6

6. LICENSE FEE, PAYMENT PROCEDURE

6.1. The amount of the license fee is determined according to the Price List approved by the Licensee, which is valid immediately during the period of granting the License and is publicly available on the Internet at https://interactive-software.pro, or sent upon a request by the contact email address.

6.2. The amount of the license fee, the name of the Program (Programs) and the number of acquired Licenses are reflected in the electronic invoice sent to the Sublicensee for payment (hereinafter referred to as the Invoice), which is an integral part of this Agreement.

6.3. The Sublicensee, on the basis of the Invoice issued by the Licensee, is obliged to pay the license fee in the order of 100% prepayment. The Invoice is valid for 15 (fifteen) calendar days.

6.4. The date of payment of the license fee is the date of receipt of funds to the account of the Licensee in the servicing bank.

6.5. After making the payment, the Sublicensee is obliged to send the Licensee a copy of the document confirming the payment to the contact email address or by fax, using the details specified in clause 15.2 of this Agreement.

6.6. Each of the Parties to the Agreement fully and unconditionally agrees to independently perform tax calculations, as well as bear tax obligations in accordance with the legislation of the country of residence. At the same time, the fulfillment of the tax obligations of the Parties should not affect the amount of the license fee.

6.7. The commission fees due to the sending bank when transferring the license fee under the Agreement shall be paid by the Sublicensee. Commission fees due to the recipient bank for crediting the license fee to the current account of the Licensee shall be reimbursed by the Licensee.

7. PROCEDURE FOR TRANSFER OF A LICENSE

7.1. The license is transferred to the Sublicensee no later than 5 (five) working days after the full payment of the license fee by:

7.1.1. placement on the information resource (website) of the Licensee at https://interactive-software.pro links for self-installation of the Program (installation in Computer memory), subsequent storage in Computer memory, launch, work with it;

7.1.2. installation and configuration by the Licensee of the Program on the Sublicensee's Computer by remotely connecting to the Sublicensee's equipment via the Internet using special software that supports the Remote Desktop Protocol.

7.2. The Licensee transfers the Activation Code (key) to the Sublicensee via e-mail or other communication channels via the Internet. Access to the Instance of the Program is carried out as a result of activation of the Activation code (key). Activation is performed automatically via the Internet using a special Activation Module, which is part of the Program Instance.

7.3. The procedure for providing and using the Activation code (key) is determined by the Licensee.

_____/ Individual entrepreneur Ivan Grebennikov

7.4. The date of transfer of the License is the date of transfer of the Activation code (key) to the Sublicensee.

7.5. The Sublicensee agrees that if he does not make any written claims within 5 (five) calendar days from the date of receipt of the Activation Code (key), this will be considered as the full and unconditional consent of the Sublicensee that the obligations of the Licensee have been fulfilled in a timely, in full and appropriate manner.

8. PRIVACY

8.1. Any algorithms, information about the structure of databases, data models, source, executable, configuration or adjustment texts of the Programs, source, object codes of the Programs and (or) know-how, information about which the Sublicensee received directly or indirectly under this Agreement, shall be considered confidential information. The Sub-Licensee is obliged to immediately notify the Licensee of any fact indicating a violation of the confidentiality terms in relation to this information.

8.2. The sublicensee is obliged to take all necessary measures to protect confidential information. At the same time, the Sublicensee undertakes to bring to the attention of its employees or third parties involved by it information about the closed nature of confidential information and the prohibition on copying or disclosing such information.

8.3. In case of violation of the prohibition established by Section 8 of this Agreement, namely, intentional or careless disclosure of confidential information, the Sublicensee is obliged to compensate the Licensee for the losses caused by such disclosure in full.

8.4. The obligation to comply with the conditions of confidentiality of the specified information is valid during the term of this Agreement.

9. RESPONSIBILITIES OF THE PARTIES

9.1. The Program and user (technical) documentation for the Program are provided to the Sublicensee in accordance with the generally accepted in international practice principle "as is", that is, for problems that arise during the installation of the Program (installation in Computer memory), its storage in Computer memory and launch and work with it (use of embedded functionality), including updating, maintaining and using the Program (including compatibility problems with other software, packages, drivers, etc.; problems arising from ambiguous interpretation user (technical) documentation, discrepancies between the results of using the Program and the expectations of the Sublicensee, etc.), the Licensee is not responsible.

9.2. The Sublicensee hereby accepts that in order to work with the Programs, he needs to use software (web browsers, operating systems, etc.) and equipment (Computers, network equipment, etc.) produced and provided by third parties, and the Licensee cannot be held responsible for the quality of their work.

_____/ Individual entrepreneur Ivan Grebennikov 8

9.3. The Licensee shall not be liable for any losses resulting from improper performance or non-performance of its obligations under this Agreement, unless such losses arose as a result of the direct intent of the Licensee.

9.4. In cases of non-compliance with the terms of this Agreement, the Sub-licensee is liable for damages in the form of direct damage and / or lost profits in accordance with applicable law.

9.5. For using the Programs in any other way not provided for by this Agreement, the Sublicensee shall pay the Licensee a fine in the amount of 100% (one hundred percent) of the amount of the license fee for each case of such use.

9.6. Payment of the penalty does not release the Parties from the fulfillment of obligations under this Agreement.

10. FORCE MAJOR

10.1. The Parties are released from liability for partial or complete failure to fulfill their obligations under this Agreement, if this was the result of force majeure circumstances that arose after the conclusion of this Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable means. measures.

10.2. Force majeure events include events over which the Party has no influence and for the occurrence of which it is not responsible, such as: war, insurrection, strike, earthquake, flood, fire, severe weather or other natural disasters, government regulations, orders (decrees) of state bodies and officials, laws and other regulations of the competent authorities adopted after the acceptance of this Agreement and making it impossible to fulfill the obligations established by this Agreement, as well as actions of state or local state authorities and authorities or their representatives that impede the fulfillment of the conditions of this Agreement, and other unforeseen circumstances, including, but not limited to, failures in the city's power grid, technical problems at transit nodes of the Internet, and other disruptions in the functioning of data transmission networks that are outside the sphere of influence of the Parties.

10.3. The Parties must notify each other of the occurrence of the circumstances specified in clause 10.1 of this Agreement no later than 5 (five) calendar days from the moment such circumstances arise. Otherwise, such circumstances will not be considered as force majeure.

10.4. In the event of force majeure circumstances preventing the fulfillment of obligations under this Agreement, the period for the Parties to fulfill such obligations is postponed in proportion to the duration of such circumstances, as well as the time required to eliminate their consequences, but not more than 60 (sixty) calendar days.

10.5. In the event that force majeure circumstances continue to operate for more than the period specified in clause 10.4 of this Agreement, or when upon their occurrence it becomes obvious to both Parties that the circumstances will operate for more than this period, the Parties undertake to discuss the possibility of alternative ways of fulfilling this Agreement or its termination without damages.

_____/ Individual entrepreneur Ivan Grebennikov   9

11. PROCEDURE FOR INTRODUCING CHANGES AND ADDITIONS TO THE AGREEMENT

11.1. Changes and (or) additions to this Agreement are made unilaterally by the decision of the Licensee and come into force from the moment they are published on the official website of the Licensee at the following address https://interactive-software.pro.

11.2. Changes made to the Licensee's Price List come into force from the moment the new tariffs are posted at the Internet address https://interactive-software.pro.

11.3. In case of disagreement with the changes and (or) additions made, the Sublicensee has the right to unilaterally refuse to execute the Agreement in accordance with clauses. 4.1.3 clause 4.1 of the Agreement. Notice of unilateral refusal to execute the Agreement is any written notice of the Sublicensee, made on paper or in electronic form, of disagreement with the changes and (or) additions made, or of non-adherence to the new version of this Agreement or refusal to comply with its terms.

11.4. The Parties unconditionally agree that silence (absence of written notices of unilateral refusal to execute the Agreement, or of disagreement with certain provisions of the Agreement, including the change in the Price List) is recognized as the consent and accession of the Sublicensee to the new edition of this Agreement.

11.5. The Sublicensee is obliged to independently monitor the changes made to the Agreement and the Price List on the Licensee's information resource at the Internet address https://interactive-software.pro. Continued execution of the terms of this Agreement is the consent of the Sublicensee with the amended terms of the Agreement/Price List.

12. TERM OF THE AGREEMENT AND THE PROCEDURE FOR ITS TERMINATION

12.1. This Agreement is considered concluded from the moment of crediting to the account of the Licensee the funds paid by the Sublicensee in payment of the license fee in accordance with the Invoice issued to him.

12.2. This Agreement is valid for each License throughout the entire period of legitimate use by the Sublicensee of the Program within the term of the copyright to it, provided that the Sublicensee properly complies with the terms of this Agreement, user (technical) documentation.

12.3. This Agreement may be terminated:

12.3.1. at any time by mutual agreement of the Parties, executed in the form of an additional written agreement drawn up in electronic form or on paper;

12.3.2. by unilateral refusal to execute the Agreement at the initiative of the Licensee in accordance with paragraphs. 4.3.2 clause 4.3 of this Agreement;

12.3.3. by unilateral refusal to execute the Agreement at the initiative of the Sublicensee in accordance with sub. 4.1.3 clause 4.1 of this Agreement;

12.3.4. by unilateral refusal to execute the Agreement, having previously notified the other Party of this no later than 30 (thirty) calendar days before the expected date of termination of the Agreement.

12.4. In the event of early termination of this Agreement, the Licenses granted to the Sublicensee shall terminate, recalculation and return of the license fee shall not be made, and the Sublicensee undertakes to provide the Licensee with the necessary remote access to the Sublicensee's equipment to deactivate the Activation Code (key) and remove the Program from all available physical media.

13. DISPUTES RESOLUTION

13.1. All disputes and disagreements related to this Agreement, the Parties undertake to resolve through negotiations.

13.2. If the Parties fail to resolve all disputes in the manner prescribed by clause 13.1 of this Agreement, all disputes arising from this Agreement, including those related to its conclusion, modification, termination, performance, invalidity, shall be resolved in court in accordance with the legislation of Georgia.

14. OTHER TERMS

14.1. The Parties unconditionally agree that this Agreement is concluded at the address of the location of the Licensee.

14.2. This Agreement is drawn up in English. The Parties fully and unconditionally agree that for the purposes of this Agreement, as well as related correspondence and preparation of any documents, the language of interaction is English.

14.3. By entering into this Agreement, the Sublicensee thereby declares that:

14.3.1. according to his information, the content of his data does not contradict the legislation of Georgia and does not violate the rights and legitimate interests of third parties, including rights to intellectual property;

14.3.2. the information provided by him when placing an order for the provision of a License is complete, true and accurate.

14.4. In the event that any of the terms of this Agreement loses legal force, is declared illegal, or is excluded from this Agreement, this does not entail the invalidity of the remaining terms of this Agreement, which will remain legally valid and are binding on all Parties.

14.5. All issues not regulated by this Agreement shall be resolved in accordance with the current legislation of Georgia.

_____/ Individual entrepreneur Ivan Grebennikov   11

15. DETAILS OF THE PARTIES

15.1. The Parties unconditionally agree that the details of the Sublicensee shall be the information specified by him when placing an order for the provision of the Services.

15.2. Details of the Licensee:

Individual entrepreneur Ivan Grebennikov
Entrepreneur Identification Number: 336055217
Legal address: Georgia, Mtskheta district, vil. Tskhvarichamia
E-mail: info@interactive-software.pro

_____/ Individual entrepreneur Ivan Grebennikov