**SUBLICENSE AGREEMENT No.** **${document\_number}**

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| City of Minsk | **${document\_date}** |

**${executor\_title}**, hereinafter referred to as the “Licensee,” represented by **${executor\_represent}**, acting under **${executor\_legality}**, on the one hand, and **${customer\_title}**, hereinafter referred to as the “Sublicensee,” represented by **${customer\_represent}**, acting under **${customer\_legality}**, on the other hand, collectively referred to as the “Parties” and individually as a “Party,” have entered into this Sublicense Agreement (hereinafter – the “Agreement”) as follows:

1. **SUBJECT OF THE AGREEMENT**

1.1. Under this Agreement, the Licensee grants the Sublicensee a simple non-exclusive (limited to 100 devices, non-transferable, and non-sublicensable) license to use the Software within the territory of the Republic of Belarus, and the Sublicensee shall pay the Licensee the agreed remuneration.

1. **OBLIGATIONS OF THE PARTIES**

**2.1. The Licensee shall:**
2.1.1. Transfer the rights to use the Software and the accompanying materials necessary for its proper operation (if any), as stipulated in this Agreement, in the manner and within the terms specified in Annex No. 1 hereto.

**2.2. The Sublicensee shall:**
2.2.1. Pay the Licensee the remuneration in the manner and within the terms specified in Annex No. 1 hereto

1. **AGREEMENT PRICE AND PAYMENT PROCEDURE**

3.1. The total price of the Agreement shall be determined as the amount of the Licensee’s remuneration and shall be specified in Annex No. 1 to the Agreement.

1. **LIABILITY OF THE PARTIES**

4.1. In the event of a delay in the performance of obligations stipulated in sub-clause 4.1 of clause 4 of this Agreement, the Sublicensee shall be entitled to demand that the Licensee pay a penalty in the amount of 0.1% of the total Agreement value for each calendar day of delay, but not exceeding 10% of the total Agreement price.

1. **ADDRESSES, CONTACT DETAILS, BANKING INFORMATION, AND SIGNATURES OF THE PARTIES**

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| **Licensee:****${executor\_title}** **${executor\_address1}****Taxpayer Identification Number ${executor\_unp}****Account No.: ${executor\_account\_number}****at ${executor\_bank\_name}, ${executor\_bic}** **${executor\_note}****${executor\_phone}, ${executor\_email}****Director \_\_\_\_\_**\_\_ **${executor\_signer}** | **Sublicensee:****${customer\_title}****${customer\_address1}****Taxpayer Identification Number ${customer\_unp}** **Account No.: ${customer\_account\_number}****at ${customer\_bank\_name}, ${customer\_bic},** **${customer\_note}****${customer\_phone}, ${customer\_email}****Manager \_\_\_\_\_\_\_** **${customer\_signer}** |