AUTODESK.

SUB-LICENSE AGREEMENT

for the transfer of non-exclusive
term property rights (licenses) for the use of software products

This agreement, hereinafter referred to as the "Agreement", was concluded on November 25, 2023 between Autodesk do Brasil Ltda ("Licensee") and TOO Neosoft ("Customer").

1. THE SUBJECT OF THE AGREEMENT

1.1. The Licensee, having the appropriate authority from the copyright holder (Autodesk Inc., USA), grants the Customer non-exclusive term rights to use (simple non-exclusive licenses) for computer programs (hereinafter referred to as PP). All exclusive property rights to use the software belong to Autodesk Inc., and the Licensee has sufficient non-exclusive rights to enter into and perform this Agreement.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Licensee is obliged to transfer to the Customer non-exclusive term rights to the Software in accordance with the terms of this Agreement. Non-exclusive term rights to the software are transferred to the Customer for a period of 24 months.

2.2. The Customer is obliged to pay for the rights to software that are the subject of this Agreement.

2.3. The customer agreed to the Software Terms of Use, which are published on the website www.autodesk.com

2.4. The customer has the right to apply for technical support of the PP by calling the hotline during business hours and e-mail sylvio.mode@autodesk.com.

3. PROCEDURE FOR PAYMENT AND TRANSFER OF RIGHTS

3.1. The name, quantity and cost of transferred software licenses are indicated in the invoice issued by the Licensee to the Customer. The invoice is issued on the basis of the Customer's Application and the current Price List of the Licensee.

3.2. The current Price List is sent individually at the request of the customer by electronic correspondence and is an official document.

3.3. The Customer transfers the amount of remuneration based on the invoice issued by the Licensee. Payment of this invoice means the Customer's agreement with the name, quantity, cost and scope of the transferred rights to the software.

3.4. The date of payment for the transferred rights is the date of crediting the funds to the settlement account of the Licensee.

3.5. The Licensee transfers the software licenses to the Customer within 5 working days after the date of payment.

3.6. The date of transfer of rights is the date of signing by the Parties of the Act for the transfer of non-exclusive rights to use the software.

4. SPECIAL CONDITIONS. RESPONSIBILITIES OF THE PARTIES

4.1. For non-performance (improper performance) of their obligations under this Agreement, the Parties shall be liable in the manner prescribed by this Agreement and the laws of the United States of America. The liability of the parties under the Agreement is limited and cannot be more than 100% of the cost of the purchased Software License.

4.2. The Licensee guarantees the operability of the software under the conditions specified in the documentation for them and in this Agreement.

4.3. The Licensee is not liable for possible damage, including lost profits, arising from the use of the Software, or the inability to use the Software.

4.4. Neither Party shall be liable to the other Party for failure to fulfill obligations due to circumstances that arose beyond the will and desire of the Party and which cannot be foreseen or avoided, including declared or actual war, civil unrest, blockade, earthquake, flood, fire and other natural disasters (Force Majeure).

4.5. The party that has not fulfilled its obligations due to force majeure must notify the other party of the impediments to performance and their impact on the performance of obligations.

5. TERM OF THE CONTRACT

5.1. This Agreement comes into force from the date of signing and is valid for 12 months.

5.2. This Agreement is extended for each next 12 months, subject to payment by the Customer of the rights to the software for the next period in accordance with the Licensee's Price List valid at the time of payment.

5.3. Non-compliance by one of the Parties with the terms of this Agreement may serve as a basis for early termination of the Agreement in the manner prescribed by US law. In case of termination of this Agreement by the Customer, no refund is provided.

6. OTHER TERMS

6.1. This Agreement is made in two copies in two languages, copies having the same legal force, one for each of the Parties.

6.2. In order to implement this Agreement, the Customer gives the Licensee permission to use, store, process and distribute his personal data in the manner and to the extent necessary to fulfill the terms of this Agreement.

7. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

Licensee: Autodesk do Brasil Ltda	**Customer: TOO Neosoft**
Name: Sylvio Armando Mode Neto	Name: Danil Korablin
Address: Rua James Joule, 65 - cj. 42, Sao Paulo, SP, 04576-080, Brazil	Address: 7 Al-Farabi Avenue, Almaty, Kazakhstan, 050059
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Tel: (11) 5186-6947	Bank: Joint Stock Company "Bank RBK"
	Account number: KZ62821S2GVS10000001
	BIC: KINCKZKA

Licensee _____/ Autodesk do Brasil Ltda / Sylvio Armando Mode Neto

Customer _____/ TOO Likesoft / Danil Korablin