

# Software License Agreement

This Software License Agreement, hereinafter referred to as "the Agreement", is made on

hereinafter referred to as "the Effective Date", between

Softvelum LLC,

a company duly incorporated under the law of

Russian Federation,

having its registered office at

1 Nevelskogo Street, Vladivostok, Russia,

for the purpose of this Agreement duly represented by

Yury Udovichenko, CEO,

hereinafter referred to as "Company" AND

a company duly incorporated under the law of

having its registered office at

for the purpose of this Agreement duly represented by

hereinafter referred to as "Developer".

## 1. DEFINITIONS

1.1. "Software" hereinafter represents the libraries and source code for processing the media data, provided by the Company.

## 2. SOFTWARE LICENSE

A. License Grant. Upon your acceptance of this Agreement, the Company grants The Developer a non-exclusive, non-transferable, limited license for Software, without the right to grant sub-licenses, to install and use a copy of the Software as set forth in this

Agreement.

B. Title. Title to the Software is not transferred to The Developer. Ownership of all copies of the Software and of copies made by The Developer is vested in The Company, subject to the rights of use granted to The Developer in this Agreement.

C. Derivatives. This License grants the right to create and distribute the products using the Software only if the Software is linked into the products and cannot be obtained other than by reverse engineering.

D. Reverse Engineering. Except and to the limited extent as may be otherwise specifically provided by applicable law in the European Union, The Developer may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent The Developer may be expressly permitted to decompile under applicable law in the European Union, if it is essential to do so in order to achieve operability of the Software with another software program, and The Developer have first requested The Company to provide the information necessary to achieve such operability and The Company has not made such information available. The Company has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by The Company or obtained by you, as permitted hereunder, may only be used by The Developer for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for information from users in the European Union with respect to the above should be directed to the the Company Customer Support Department.

E. NO GUARANTEE. THE SOFTWARE IS NEITHER GUARANTEED NOR WARRANTED TO BE ERROR-FREE NOR SHALL ANY LIABILITY BE ASSUMED BY THE COMPANY IN THIS RESPECT. NOTWITHSTANDING ANY SUPPORT FOR ANY TECHNICAL STANDARD, THE SOFTWARE IS NOT INTENDED FOR USE IN OR IN CONNECTION WITH, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT, MEDICAL DEVICES OR LIFE SUPPORT SYSTEMS, MEDICAL OR HEALTH CARE APPLICATIONS, OR OTHER APPLICATIONS WHERE THE FAILURE OF THE SOFTWARE OR ERRORS IN DATA PROCESSING COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. THE DEVELOPER REPRESENTATIVE AGREES THAT HE IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SOFTWARE AND ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE FOR YOUR INTENDED USE AND THE DEVELOPER WILL DEFEND, INDEMNIFY AND HOLD THE COMPANY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY 3RD PARTY CLAIMS, DEMANDS, OR SUITS THAT ARE BASED UPON THE ACCURACY AND ADEQUACY OF THE SOFTWARE IN YOUR USE OR ANY

DATA GENERATED BY THE SOFTWARE IN YOUR USE.

### **3. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

A. Limited Warranty and Customer Remedies. The Company warrants to the person or entity that first purchases a license for use of the Software pursuant to the terms of this Agreement that (i) the Software will perform substantially in accordance with any accompanying Documentation for a period of thirty (30) days from the date of receipt, and (ii) any support services provided by The Company shall be substantially as described in Section 5 of this agreement. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to thirty (30) days. The Company's and its suppliers' entire liability and your exclusive remedy shall be, at The Company's option, either (i) return of the price paid, if any, or (ii) repair or replacement of the Software that does not meet The Company's Limited Warranty and which is returned to The Company with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code. Any replacement Software will be warranted for the remainder of the original warranty period.

B. No Other Warranties and Disclaimer. THE FOREGOING LIMITED WARRANTY AND REMEDIES STATE THE SOLE AND EXCLUSIVE REMEDIES FOR THE COMPANY OR ITS SUPPLIER'S BREACH OF WARRANTY. THE COMPANY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THE DEVELOPER MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO THE DEVELOPER IN YOUR JURISDICTION, THE COMPANY AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES THE DEVELOPER SPECIFIC LEGAL RIGHTS.

THE DEVELOPER MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

C. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE DEVELOPER FOR THE SOFTWARE PRODUCT. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, The Company's liability shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise than in the course of business. The disclaimer and limited liability above are fundamental to this Agreement between The Company and you.

#### **4. SUPPORT AND MAINTENANCE**

The license The Developer has executed DOES NOT include initial packages, their updates and support of the Software. The Company requires an ADDITIONAL payment for software initial packages, update and support services. After being paid The Company will provide best effort technical support to The Developer for the duration of the Support Period defined at the time of the support services payment. During the Support Period The Developer may report any Software problem or error to The Company. If The Company determines that a reported reproducible material error in the Software exists and significantly impairs the usability and utility of the Software, The Company agrees to use reasonable commercial efforts to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at The Company's sole discretion.

If The Company, in its discretion, requests written verification of an error or malfunction discovered by The Developer or requests supporting example files that exhibit the Software problem, The Developer shall promptly provide such verification or files, by email, setting forth in reasonable detail the respects in which the Software fails to perform. The Developer shall use reasonable efforts to cooperate in diagnosis or study of

errors. The Company may include error corrections in maintenance releases, updates, or new major releases of the Software. The Company is not obligated to fix errors that are immaterial. Immaterial errors are those that do not significantly impact use of the Software as determined by The Company in its sole discretion. Technical support only covers issues or questions resulting directly out of the operation of the Software and The Company will not provide The Developer with generic consultation, assistance, or advice under any circumstances.

Updating Software may require the updating of software not covered by this Agreement before installation. Updates of the operating system and application software not specifically covered by this Agreement are your responsibility and will not be provided by The Company under this Agreement. The Company shall be under no obligation to provide the above technical support if, in The Company's opinion, the Software has failed due to the following conditions: (i) damage caused by the relocation of the Software to another location or CPU; (ii) alterations, modifications or attempts to change the Software without The Company's written approval; (iii) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (iv) your failure to maintain the Software at The Company's specified release level; or (v) use of the Software with other software without The Company's prior written approval. It will be your sole responsibility to: (i) comply with all The Company-specified operating and troubleshooting procedures and then notify The Company immediately of Software malfunction and provide The Company with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.

## **5. DEVELOPER'S LIABILITY**

If the Developer breaches any of the articles, the Company has the right to impose on the Developer a penalty.

The Developer shall compensate the Company in full for any damage caused by the breach by the Developer of its obligations under this Agreement, including any damage caused by third parties who may receive access to the Software as a result of the Developer's breach.

## **6. TERM AND TERMINATION**

This Agreement may be terminated (a) by The Developer giving The Company written notice of termination by email; (b) by The Company, at its option, giving The Developer written notice of termination by email if The Developer commits a breach of this Agreement and fail to cure such breach within ten (10) days after notice from The

Company. In addition the Agreement governing your use of a previous version of the Software that The Developer have upgraded or updated is terminated upon your acceptance of the terms and conditions of the Agreement accompanying such upgrade or update. Upon any termination of the Agreement, The Developer must cease all use of the Software that this Agreement governs, destroy all copies then in your possession or control and take such other actions as The Company may reasonably request to ensure that no copies of the Software remain in your possession or control.

## **7. THIRD PARTY SOFTWARE**

The Software may contain third party software that requires notices and/or additional terms and conditions. By accepting this Agreement, The Developer is also accepting the additional terms and conditions, if any, set forth therein.

## **8. LAW AND CONSTRUCTION**

This Agreement shall be governed by and construed in accordance with the laws of the European Union.

Any and all disputes, controversies or differences in opinion shall be finally resolved through arbitration in the International Commercial Arbitration Court under the Chamber of Commerce and Industry of a European country.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter hereof. Any notice or other communication given under this Agreement shall be in writing and shall have been properly given by either of parties to the other if sent by certified or registered mail, return receipt requested, or by overnight courier to the address shown in this Agreement for The Company and the address shown in The Company's records for you, or such other address as the parties may designate by notice given in the manner set forth above. This Agreement will bind and inure to the benefit of the parties and our respective heirs, personal and legal representatives, affiliates, successors and permitted assigns. The failure of either of us at any time to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same or any other term of this Agreement. This Agreement may be amended only by a document in writing signed by both of us. In the event of a breach or threatened breach of this Agreement by either party, the other shall have all applicable equitable as well as legal remedies. Each party is duly authorized and empowered to enter into and perform this Agreement. If, for any reason, any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law.

The parties knowingly and expressly consent to the foregoing terms and conditions.

Parties signatures

Company representative

Company representative signature

Developer representative

Developer representative signature