

LithoStudio Software End User License Agreement

PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY BEFORE YOU START USING THE SOFTWARE.

When the Software is started by the User, or by pressing the confirmation of consent to the text of the License Agreement when installing the Software, or by entering the corresponding symbols, the User agrees unconditionally to the terms of this License Agreement. If the User does not agree to the terms of this License Agreement, he must terminate the Software installation and remove the Software.

If there is a written License Agreement, the Software Terms of Use will take precedence over the terms of this End User License Agreement.

GENERAL PROVISIONS

1. Definitions

1.1. Software means Software including any Updates and related materials.

1.2. Rightholder (owner of all rights, whether exclusive or otherwise to the Software) means Lithosphere LLC, a company incorporated according to the laws of the Russian Federation.

1.3. Computer(s) means hardware(s), including personal computers, laptops, workstations, personal digital assistants, 'smart phones', hand-held devices, or other electronic devices for which the Software was designed where the Software will be installed and/or used.

1.4. End User (User/Users) means individual(s) installing or using the Software on his or her own behalf or who is legally using a copy of the Software; or, if the Software is being downloaded or installed on behalf of an organization, such as an employer, "User" further means the organization for which the Software is downloaded or installed and it is represented hereby that such organization has authorized the person accepting this Agreement to do so on its behalf. For purposes hereof the term "organization," without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

1.5. Update(s) means all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance packs etc.

1.6. User Manual means user manual, administrator guide, reference book and related explanatory or other materials.

1.7. License Agreement (the "Agreement") means an agreement concluded between the Rightholder and the User, defining the terms of the transferred non-exclusive license to use the Software.

Payment of the license for the Software through the site <https://lithostudio.ru> confirms acceptance of this Agreement by the User and amounts to signing of the additional agreement.

2. Grant of License

2.1. The User is granted a non-exclusive license to use the Software (hereinafter referred to as the License) within the functionality described in the User Manual or on the Rightholder's website, provided that the User complies with all technical requirements, as well as all restrictions and conditions of use of the Software specified in this Agreement.

In the event that the User has received, downloaded and/or installed the Software intended for testing purposes, the User has the right to use the Software only for familiarization purposes and only during one introductory period, unless otherwise stated, restrictions are specified in the USB key or program key. Any use of the Software for other purposes or after the testing period is prohibited.

If the User uses the Software of different versions, if the User has received the Software on multiple media, if the User has otherwise received multiple copies of the Software or has received the Software as part of another Software package, the total number of User's Computers on which all

versions of the Software are installed and/or used must correspond to the number of Computers specified in the Licenses issued by the Rightholder, unless the License Terms state otherwise; Each purchased License entitles the User to install and use the Software on as many Computers as specified in Clauses 2.2 and 2.3.

2.2. If the Software was acquired on a physical medium, the User has the right to use the Paid version of the Software for protection of the number of Computer(s) as is specified on the Software package or as specified in an additional agreement.

2.3. If the Software was acquired via the Internet, the User has the right to use the Paid version of the Software for protection of the number of Computers as was specified when the User acquired the License to the Software or as specified in an additional agreement.

2.4. The User have the right to make a copy of the Software solely for back-up purposes and only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when the User loses the right to use the Software or when the User's license expires or is terminated for any other reason according to the legislation in force in the country of the User's principal residence or in the country where the User is using the Software.

2.5. If the User is a legal entity, the User may not transfer the right to use the Software to another legal entity or individual. If the User is a person, the User may transfer the right to use the Software to another person provided that the User transfers the right to use the Software to the recipient within the limits of the rights received from the Rightholder, and the recipient agrees in full with the terms of this Agreement. Transfer of rights to use the Software must be done with the written permission of the Rightholder. When transferring the full the Software usage rights to another person, the User fully transfers to the recipient all the Software usage rights received by the User from the Rightholder, without leaving the User with any copies of the Software, including the archive.

2.6. After the first launch of the Software (in case of acquisition of the Software on material media or in case of acquisition of the Software via the Internet), the User is entitled to receive the Software Updates from the Rightholder within the term of technical support. The technical support period shall be specified in Paragraph 4.

3. Activation and Term

3.1. If the User modifies his Computer or changes the Software of other copyright holders installed on the Computer, the Software key may need to be reactivated (if the Software key is used) which may be limited by the Rightholder.

3.2. In the case of acquisition of the Software on a material medium, the term of use of the Software is specified in the additional agreement.

3.3. In case of acquisition of the Software via the Internet, the license period of the Software is specified when making a purchase or when receiving the Software, or in the additional agreement.

3.4. In the case of a subscription or the Software lease, the license period of the Software is specified in the additional agreement.

3.5. If the User has received the Software from the Rightholder for informative purposes, the license period shall be specified in the additional agreement with the Rightholder.

3.6. If the User violates any of the terms of this License Agreement, the copyright holder has the right to terminate this Agreement for the use of the Software at any time without notifying the User and without refunding the cost of the Software or part thereof, to block the license and not to provide technical support.

3.7. In order to verify the legality of the Software use, the Rightholder reserves the right to use means of checking the User's Software license copy.

The Software may provide the Rightholder with the information necessary to verify the validity of the license.

4. Technical support

4.1. Technical support is provided to Users in accordance with the technical support rules.

4.2. Technical support is provided to Users for a period of 1 year from the moment of sale of the Software, or for another period expressly specified in additional agreement.

4.3. When providing technical support, the Rightholder is entitled to request additional information to confirm the Software license.

5. Limitations

5.1. The User may not decompile, disassemble, modify or perform derivative works based on the Software, in whole or in part.

5.2. It is prohibited to transfer the right to use the Software to third parties, except as specified in Clause 2.5 of this Agreement.

5.3. It is prohibited to lease or lend the Software.

5.4. When using the Software provided to the User for informative purposes, the User has no right to transfer the Software to third parties.

5.5. The Rightholder does not guarantee the operation of the Software in high-risk areas where the Software is required to operate without fail and where a failure in the Software may directly endanger life and health, serious damage to property or the environment.

5.6. The Rightholder retains all rights to prohibit or terminate any unauthorized use of the Software by the User, including, but not limited to, an injunction and recovery of damages. Unauthorized use of the Software is subject to criminal prosecution under the relevant legislation. Paragraph 5 of this Agreement also applies to User's Manual and other documents relating to the Software.

5.7. Violation of the intellectual rights to the Software shall result in civil, administrative or criminal liability in accordance with the law.

6. Limited Warranty and Disclaimer

6.1. The Rightholder guarantees the Software operation in accordance with the description in the User's Manual, and provided that the supported the Software versions are used, the User installs all the latest the Software updates, unless otherwise provided by the additional agreement. The list of supported versions is available at <https://lithostudio.ru>.

6.2. The User agrees that the Software is provided with the automatic update option enabled, which allows downloading and installing improvements, fixes, and/or modifications to the Software and Software components, as well as new versions of the Software.

6.3. The User agrees that no Software is error free and it is recommended that the User regularly back up their files.

6.4. The Rightholder shall not guarantee the Software's functionality in the event of a breach of the Terms and Conditions of this Agreement by the User.

6.5. The Rightholder does not guarantee the Software health to the User unless the User performs the Software updates specified in Clause 2.6 of this Agreement.

6.6. The Rightholder shall not guarantee to the User the availability of the functionality described in the User's Manual after the end of the License Period described in Paragraph 3 of this Agreement.

6.7. The User agrees that the Software is provided with the default settings, and the User is responsible for the changes he makes to the Software settings.

6.8. The User agrees that the Software will perform the actions necessary for the purpose of the Software functioning.

6.9. THE SOFTWARE IS PROVIDED "AS IS" AND THE RIGHTHOLDER MAKES NO REPRESENTATION AND GIVES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR

ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT TO WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW THE RIGHTHOLDER AND ITS PARTNERS MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR APPLICABILITY FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, THE RIGHTHOLDER MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET ANY OR ALL USER'S REQUIREMENTS WHETHER OR NOT DISCLOSED TO THE RIGHTHOLDER.

7. Exclusion and Limitation of Liability

7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT HOLDER SHALL NOT BE LIABLE FOR ANY LOSS AND/OR DAMAGE (INCLUDING LOSSES DUE TO LOSS OF BUSINESS PROFITS, INTERRUPTION OF BUSINESS, LOSS OF INFORMATION OR OTHER PROPERTY DAMAGE) ARISING FROM THE USE OR UNAVAILABILITY OF USE OF THE SOFTWARE, EVEN IF THE RIGHT HOLDER HAS BEEN NOTIFIED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES AND/OR DAMAGE. IN ANY EVENT, THE LIABILITY OF THE COPYRIGHT HOLDER UNDER ANY OF THE PROVISIONS OF THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY THE USER FOR THE SOFTWARE. IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW

8. GNU and Other Third Party Licenses

8.1. The Software may include some Software programs that are licensed (or sublicensed) to the user under the GNU General Public License (GPL) or other similar free Software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). If such licenses require that for any Software, which is distributed to someone in an executable binary format, that the source code also be made available to those users, then the source code should be made available by sending the request to support@lithosfera.ru or the source code is supplied with the Software. If any Open Source Software licenses require that the Rightholder provide rights to use, copy or modify an Open Source Software program that are broader than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions herein.

9. Intellectual Property Ownership

9.1. The User agrees that the Software and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Software, are proprietary intellectual property and/or the valuable trade secrets of the Rightholder or its partners and that the Rightholder and its partners, as applicable, are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the Russian Federation, European Union and the United States, as well as other countries and international treaties. This Agreement does not grant to the User any rights to the intellectual property including any Trademarks or Service Marks of the Rightholder and/or its partners ("Trademarks"). The User may use the Trademarks only insofar as to identify printed output produced by the Software in accordance with accepted trademark practice, including identification of the Trademark owner's name. Such use of any Trademark does not give the User any rights of ownership in that Trademark. The Rightholder and/or its partners own and retain all right, title, and interest in and to the Software, including without limitation any error corrections, enhancements, Updates or other modifications to the Software, whether made by the Rightholder or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. The User's possession, installation or use of the Software does not transfer to the User any title to the intellectual property in the Software, and the User will not acquire any rights to the Software except as expressly set forth in this Agreement. All copies of the Software

made hereunder must contain the same proprietary notices that appear on and in the Software. Except as stated herein, this Agreement does not grant the User any intellectual property rights in the Software and the User acknowledges that the License, as further defined herein, granted under this Agreement only provides the User with a right of limited use under the terms and conditions of this Agreement. Rightholder reserves all rights not expressly granted to the User in this Agreement.

9.2. The User acknowledges that the source code, activation code and/or license key file for the Software are proprietary to the Rightholder and constitutes trade secrets of the Rightholder. The User agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software in any way.

9.3. The User agrees not to modify or alter the Software in any way. The User may not remove or alter any copyright notices or other proprietary notices on any copies of the Software.

10. Governing Law

10.1. Except as provided in Clauses 10.2 and 10.3 below, this Agreement shall be governed by and construed in accordance the laws specified below for the country or territory in which the User obtained the Software, without reference to or application of conflicts of laws principles:

a. Russia. If the User obtained the Software in Russia, the laws of the Russian Federation.

b. United States, Puerto Rico, American Samoa, Guam, and U.S. Virginia Islands. If the User obtained the Software in the United States, Puerto Rico,

American Samoa, Guam or the U.S. Virgin Islands, the laws of the State of Massachusetts, USA, provided, however, that the laws of the U.S. state where the User lives will govern claims under state consumer protection, unfair competition, or similar laws. To the fullest extent permitted by law, the Rightholder and the User expressly agrees hereby to waive any right to a trial by jury.

c. Canada. If the User obtained the Software in Canada, the laws of the Province of Ontario.

d. Mexico. If the User obtained the Software in Mexico, the federal laws of the Republic of Mexico.

e. European Union (EU). If the User obtained the Software in a member country of the EU, the laws of Germany.

f. Australia. If the User obtained the Software in Australia, the laws of the State or Territory in which the User obtained the license.

g. Hong Kong Special Administration Region (SAR) and Macau SAR. If the User obtained the Software in Hong Kong SAR or Macau SAR, the laws of Hong Kong SAR.

h. Taiwan. If the User obtained the Software in Taiwan, the laws of Taiwan.

i. Japan. If the User obtained the Software in Japan, the laws of Japan.

j. Any Other Country or Territory. If the User obtained the Software in any other country, the substantive laws of the country where the purchase took place would be in effect.

10.2. Notwithstanding the foregoing, if the mandatory laws or public policy of any country or territory in which this Agreement is enforced or construed prohibits the application of the law specified herein, then the laws of such country or territory shall instead apply to the extent required by such mandatory laws or public policy. Similarly, if the User is an individual consumer, the provisions of Clause 10.1 shall not affect any mandatory right the User may have to take action in the User's country of residence under the laws of that country.

10.3. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10.4. The End User is responsible for contacting only the Rightholder or their partners directly if having any problems with the Software.

11. Period for Bringing Actions

11.1. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

12. Entire Agreement; Severability; No Waiver

12.1. This Agreement is the entire agreement between the User and Rightholder and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Software or to subject matter of this Agreement. The User acknowledges that the User has read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by the User and an authorized representative of Rightholder provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Rightholder's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

13. Class Action Waiver and Binding Arbitration

13.1. If the User resides in the United States, this Paragraph 13 applies to the User. If a dispute, claim, or controversy of any kind with respect to Lithosphere LLC Software, service, or any part of this agreement, arises between the User and Lithosphere LLC or the User and a third-party affiliate of Lithosphere LLC, and both parties couldn't resolve the dispute informally within a reasonable period of time, the User and the other party agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Any proceedings, including but not limited to class action lawsuits, class-wide arbitrations, private attorney-general actions, the combining of individual actions without the consent of all parties, or any other legal procedure where someone acts in a representative capacity, are not permitted. By accepting this agreement, the User agrees not to begin or participate in any of the above mentioned class and multi-party proceedings, and any action pursued by the User and remedy, if any awarded to the User, must be on an individual basis, as provided in this paragraph. In the event of a binding individual arbitration proceeding between parties, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. If any conflict exists between this agreement and the rules of the AAA, this agreement shall govern.

13.2. Any dispute, claim, or controversy concerning Lithosphere LLC's intellectual property rights, their enforcement, validity, etc., and any claim pertaining to any form of unauthorized use, including but not limited to theft and piracy, of Lithosphere LLC Software or service are not subject to this arbitration clause.

14. Rightholder Contact Information

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