Public Offer
Software License Public Offer Agreement

In accordance with Article 438 of the Civil Code of the Russian Federation, this License Agreement is a public contract, and the terms and conditions below constitute an offer by Erlyvideo Limited Liability Company (“Licensor”) to any individual or legal entity (“Licensee”) that accepts the terms and conditions hereof.

The agreement is a license agreement in accordance with Article 1235 of the Civil Code of the Russian Federation. The agreement is also a paid services agreement in accordance with Article 779 of the Civil Code of the Russian Federation. The Agreement determines the terms and conditions for granting the right to use the software and the associated services, as well as the rights and obligations of the Licensor and the Licensee, and includes any order forms chosen by the Licensee in accordance with the Rate.

The License Agreement covers the relations associated with the rights and interests of third parties that are not Parties to the License Agreement, but whose rights and interests can be affected as a result of actions undertaken by a Party hereto.

This version of the License Agreement becomes effective when published on the Licensor’s official website http://erlyvideo.ru/ and remains in effect until it is replaced with an updated version.

The Licensor’s offer shall be considered accepted by the Licensee, and the License Agreement shall be considered concluded and effective if one of the following events occurs: a) the Licensee pays for the software or service in accordance with the chosen Rate; b) the Licensee clicks the Accept button of this offer; c) the Licensee downloads the Software or Software Upgrades and Updates (implicative actions).

Terms and Definitions.
1.1. “Software” shall mean a computer program and its modifications the right to use which is granted to the Licensee by the Licensor in accordance with the Order Form as per the Rate chosen by the Licensee, consisting mostly of a video streaming software platform and including all the written documentation and materials provided by the Licensor to the Licensee with regard to the Software, with the Licensor – Erlyvideo Limited Liability Company – being the owner of the exclusive rights for the program.

The Software is a copyright item protected in accordance with the laws of the Russian Federation and the international laws.

1.2. “Order Form” shall mean any order of the Licensee paid in accordance with the Rate and including these Terms and Conditions by reference.

1.3. “Dashboard” shall mean the user account associated with the Licensee via the login name and password using which this Licensee accesses the Software, the Rates, the payment section, and the current information about the Software.

1.4. “Subscription Fee (Subscription)” shall mean the payment charged by the Licensor for granting the right to use the Software in accordance with the instructions in the Order Form and the Rate, for a definite period, regardless of the actual time of the Software use by the Licensee, normally including monthly, quarterly or annual payment.

1.5. “One-Time License Fee” shall mean the amount of the one-time payment for the fact of granting the right to use the Software to the Licensee throughout the period of validity of the exclusive right for the Software (pursuant to paragraph 1 of Article 1281 of the Civil Code of
the Russian Federation), regardless of the time of the actual use of the Software by the Licensee, provided that the Licensee meets the conditions of this License Agreement.

1.6. “Rate” shall mean the amount of the license fee for the right to use the Software, within a definite scope and for a definite period. The Rates are published in the Licensee’s dashboard on the Licensor’s official website [http://erlyvideo.ru/](http://erlyvideo.ru/).

1.7. “Licensee Details” shall mean the information provided by the Licensee during and/or after the registration and saved by the Licensee in the dashboard. Such details include without limitation the contact email address used to identify the Licensee in the system and tie the license keys issued to the Licensee.

1.8. “Statistics” shall mean the data on the Licensee’s use of the Software.

1.9. “Retroview Service” shall mean the service implemented by the Licensor that collects, stores, and provides access to the Licensee’s server use statistics, including without limitation the use statistics, sessions, traffic, user agent time-stamps, IP addresses of peers and the audience, monthly access to the graphic resources used, including the CPU, traffic, networks, streams, and clients.

1.10. “Partner” shall mean, with regard to a Party, any individual or legal entity that directly or indirectly controls or is controlled by a Party, is capable of affecting a Party’s activities or is thus affected by a Party.

2. General Provisions

2.1. The subject of this License Agreement is a compensatory transfer of the non-exclusive rights to use the Software to the Licensee by the Licensor under an ordinary (non-exclusive) license within the scope provided for by this License Agreement by means of providing the Licensee with the Software activation key electronically. All the terms and conditions stipulated below apply both to the Software as a whole and to its individual components.

2.2. The Licensee may use the Software only within the scope of the rights and methods provided for the relevant Order Form and the Rate chosen and paid by the Licensee.

2.3. The License Agreement provides for granting the right to use the Software to the Licensee with the Licensor keeping the right to issue licenses to other parties (ordinary (non-exclusive) license).

2.4. The Licensor is a participant of the Skolkovo project and grants the rights hereunder as part of commercializing the results of its research and developments in the field of “strategic computer technologies and software”. The Licensee hereunder is granted the rights to use the Software and/or services that are a proprietary development of the Licensor.

2.5. The rights to use the Software granted under this License Agreement include the right of reproduction (installation) of the Software on the Licensee’s computers, launch and subsequent use of the Software as intended. The Licensee may use a copy of the Software only within the scope of the rights and methods provided for hereby and in accordance with the chosen Rate.

2.6. The licensed Software and all the intellectual property rights in the licensed Software are and remain the exclusive property of the Licensor, and to the exception of the right to use the Software granted hereunder no other rights are granted to the Licensee, including the rights to use the trademarks and service marks of the Licensor and/or his partners.

2.7. The Licensor owns all the exclusive rights in any upgrades of the licensed Software or any new programs, updates and improvements of it, even if such improvements and upgrades are a result of the Licensee’s requests and comments.
2.8. “Territory of the Software use by the Licensee” shall mean the territory of the entire world on the terms and conditions of and as provided for by the current laws of the Russian Federation and this License Agreement.

2.9. The Licensee shall not use the Software in activities related to an industry considered indecent or immoral, or contradicting public interests, or related to distribution of indecent images or graphics, including without limitation for adult video streaming platforms. The Licensor’s association with such an industry via the use of the Software lawfully owned by it can damage the Licensor’s image and reputation through the possibility of the consumer perceiving such an association as an indicator of direct connection between the above industry and the Licensor’s business and financial interests. The Licensor has the right to decide at its own discretion whether the field in which the Licensee uses the Software is related to such an industry.

The Software shall not be used for accessing, downloading or storing any illegal, indecent, menacing, defamatory, fraudulent, offensive or misleading materials, including materials harmful (prohibited) to children or violating third-party privacy rights.

The Software shall not be used for storing or sending any viruses, Trojan horses, worms, time bombs, bots or other computer programs and codes that may damage or affect the licensed Software negatively.

In any case, the Software shall not be used for illegal or unethical activities, for fraudulent or misleading purposes, in an activity that may damage the Licensor’s image and reputation.

The Software is not designed to be used and cannot be used in information systems operating in hazardous environments or servicing life-support systems, where a failure of the Software may put human lives at risk or cause significant material losses.

Unless permitted by a written agreement, the Licensee shall have no right to use the Software as a service provided to any third party.

2.10. Special requirements for the hardware (server, computer, etc.) required for the software installation and operation: the Software is tested and runs on the Ubuntu 18.04 64-bit operating system on Intel-compatible computers. If the Licensee fails to meet the requirements of this paragraph, the Software may fail to operate or operate incorrectly. To ensure that the Software operates correctly, broadband Internet access shall be provided by the Licensee at its own expense.

2.11. The rights to use the Software are granted for the following period:

- For the Software purchased on the basis of a one-time license fee – for the whole period of the copyright validity (as established by paragraph 1 of Article 1281 of the Civil Code of the Russian Federation), starting from the date on which the Licensor grants the actual access to the use of the Software, provided that the Licensee meets the terms and conditions hereof.

- For the Software purchased on subscription basis – for the entire period ordered and paid for by the Licensee in accordance with the chosen Rate.

2.12. The Licensor may but does not have to provide the Licensee with a trial account; this License Agreement applies to the Licensee’s use of the licensed Software throughout such a trial period.

3. Guarantees of the Licensee’s Rights When Using the Software

3.1. The Software is an intellectual product and an item of copyright material (computer software) regulated and protected by the intellectual property laws of the Russian Federation and international law standards.

3.2. The Licensor guarantees that as of the time of granting the rights to use the Software to the Licensee (paragraphs 2.1, 2.5. hereof) he has the right to grant the exclusive rights to use the Software to the Licensee.
3.3. The right to use the Software is granted to the Licensee solely pursuant to the terms and conditions of this License Agreement and within the scope as set forth herein.

4. Rights and Obligations of the Parties

4.1. The Licensor has the right to:

4.1.1. Modify the Software at its own discretion without seeking the Licensee’s approval. The Licensor has the right to inform the Licensee about some of the modifications made by publishing an announcement on the Licensor’s official website and/or by sending the relevant email to the Licensee.

4.1.2. Limit the Licensee’s access to the Software if the latter violates the terms and conditions of this License Agreement and its Appendices.

4.1.3. Unilaterally review the Rates, change and introduce new rate plans, whereof it shall notify the Licensee in any convenient way in advance.

4.1.4. On the basis of this Offer, the Licensor has the right for directly debiting the monthly (unless otherwise agreed upon by the Parties) subscription amount from the Licensee’s payment instrument (bank card).

4.1.5. Refer to the Licensee in the Licensor’s promotional materials; for marketing purposes mention the Licensee on the Licensor’s official website http://erlyvideo.ru/, as well as via other channels (printed media and booklets including) in customer lists.

4.1.6. The Licensor reserves the right to suspend the Software operation for maintenance purposes, if possible, at night time or over the weekend, notifying the Licensee accordingly by publishing the relevant information on the Licensor’s official website http://erlyvideo.ru/.

4.1.7. If the Licensee violates the conditions (methods) of using the Software rights provided for hereby, the Licensor shall have the right to refuse to perform under this License Agreement unilaterally, and the Licensee shall at the Licensor’s request delete the Software from its computers.

4.1.8. Process the Licensee's data, as well as the Licensee’s Software use statistics, for the purposes of statistical research. The Licensor has the right to store and use for the purposes hereof the Licensee data provided by the Licensee, as well as the Statistics. By accepting this offer the Licensee grants the Licensor its consent for such activities.

4.1.9. Within the framework of providing to the Licensee the rights of using the Software, the Licensor collects, records, systematizes, accumulates, stores, extracts, uses, depersonalizes and eliminates errors (bugs) observed as a result of the Software use by the Licensee, in order to correct these errors to ensure normal operation of the Software for the Licensee, as well as for the purposes of statistics and research.

4.2. The Licensor shall:

4.2.1. Grant the Licensee the right to use the Software in accordance with the procedure and conditions determined herein. The rights to use the Software are considered granted to the Licensee as soon as the Licensor provides the Licensee with actual access to the Software.

4.2.2. Take measures to protect the confidentiality of the data stored by the Licensee in the Dashboard throughout the entire period of their storage on the Licensor’s server, including backing up the Licensee’s data in accordance with the internal maintenance regulations.

4.2.3. Refrain from any activities that may hinder the Licensee’s exercise of the right to use the Software granted to it within the framework of this License Agreement.

4.3. The Licensee has the right to:

4.3.1. Use the Software for any purposes of the Licensee, to the exception of the restrictions specified herein.
4.3.2. Refuse from performing under this License Agreement if, in violation of it, the Licensor refuses to grant the Software use rights within fourteen (14) calendar days.

4.3.3. The Licensee may assign (sublicense) the rights granted to it hereunder to third parties by concluding a sublicense agreement only after a prior written consent of the Licensor, with obligatory indication of the sub-licensee identification data, including the sub-licensee’s email address. The total number of sub-licenses shall not exceed the Software operation scope based on its function. When assigning the exclusive rights to use the Software, the Licensee undertakes to completely destroy all the copies of the Software installed on the Licensee’s computers, including backup copies.

4.4. The Licensee shall:

4.4.1. Create (register) an account for using the Software, providing reliable, accurate, and complete information about itself, including a valid contact email address and telephone number.

4.4.2. Pay for the rights to use the Software in accordance with the chosen Rate in due time and in full. The payment for the services shall be made on a monthly/quarterly/annual basis (in accordance with the chosen Rate and Order Form) by 100% advance payment.

4.4.3. Ensure that there are sufficient funds in the bank card account for extending the service period and for successfully debiting the subscription amount on the due date.

4.4.4. Using its own resources and at its own expense, provide for Internet access and availability of the hardware and software required for the Software operation, meeting the minimum system requirements published on the Licensor’s website and included in the provisions of this License Agreement.

4.4.5. Meet all the conditions of this License Agreement and its Appendices.

4.4.6. Take reasonable measures to prevent unauthorized access to the use of the Software, and if such unauthorized access is discovered, inform the Licensor immediately thereof.

4.4.7. Comply with all the laws applicable to the use of the Software.

4.4.8. Not grant (assign) the rights acquired by it under this License Agreement to third parties completely or in part, not sell, distribute, dispose of in another way, including gratuitously, without obtaining the Licensor’s prior written consent for all the above actions.

4.4.9. Not carry out actions intended to disrupt normal operation of the Software.

4.4.10. Not delete and/or alter the appearance of the information about the copyright or rights to trademarks or patents included in the Software.

4.4.11. The Licensee shall not modify the Software, introduce any direct or indirect changes, copy (to the exception of the cases directly provided for by this License Agreement), decompile (convert the object code to the source code) the Software or its components, reconstruct, disassemble, attempt to obtain the source code or algorithms relating to the licensed Software, to the exception of the cases when a possibility of such actions is directly provided for by the laws of the Russian Federation. Hereby the Parties agreed that if the Licensee modifies the Software, all the rights and interests in such modification will belong to the Licensor.

The Software operation algorithms and source codes (including portions thereof) constitute a trade secret of the Licensor.

4.4.12. The Licensee shall not decrypt the Software, create derivative materials (products) of the Software or any of its parts, use the Software or part of it for developing any product which is in essence similar to or competing with the Software licensed under this License Agreement.

4.4.13. If the Licensee’s email address changes, the Licensee shall submit the new email address within five (5) business days after it is changed.

4.4.14. The information sent by the Licensor to the email address provided by the Licensee shall be considered received by the Licensee.
4.4.15. If third parties file any demands, complaints or lawsuits against the Licensee regarding any use of the Licensor’s Software in violation of the Licensee’s arrangements with such third parties, the Licensee shall resolve such demands and complaints on its own and at its own expense.

4.5. **General Rights and Obligations.**

4.5.1. The Parties agree that a single payment of the subscription by the Licensee to the Licensor is the basis for the further debiting of funds from the Licensee’s payment instrument (bank card) by the Licensor without notice until written refusal of the Licensee from any further purchases of the product chosen by the Licensee.

4.5.2. The Parties agree that if there are insufficient funds in the Licensee’s bank card account for extending the use of the chosen product by the Licensee in accordance with the Order Form and the Rate, the Licensor shall have the right to make three (3) more attempts to debit the subscription amount from the Licensee’s payment instrument.

4.5.3. If after more than three attempts (as specified in paragraph 4.5.2 hereof) the funds in the Licensee’s payment instrument (bank card) are insufficient, the Licensor shall limit the Licensee’s rights to use the Software until the payment is received.

4.5.4. The amounts and times for debiting the one-time license fee or subscription amount are specified in the Licensee’s Dashboard.

4.5.5. The fact of a one-time payment means that the Licensee was familiarized with the terms and conditions for the payment of the fee in accordance with the chosen Rate and accepts the timeframe fully.

5. **Transfer of the Rights to Use the Software**

5.1. A copy of the Software and the rights to use it shall be transferred to the Licensee as follows:

5.1.1. The Licensee registers an account on the Licensor’s official website [http://erlyvideo.ru/](http://erlyvideo.ru/), entering its contact details and receiving access to the Software Rates.

5.1.2. After payment in accordance with the Rates, the Licensee shall receive a link for downloading the Software from the Licensor’s website.

5.1.3. The license key is automatically generated in the Licensee’s Dashboard after the payment. This license key provides the Licensee with the right to use the Software for a period corresponding to the Rate chosen by the Licensee.

5.1.4. The right to use the Software passes over to the Licensee as soon as the Licensor grants the Licensee the actual access to the Software; no report on granting the right to use the Software shall be drawn up by the Parties.

6. **License Fee**

6.1. The cost of the Services is determined as of the time of payment for them by the Licensee in accordance with the chosen Rate and is specified on the Licensor’s official website [http://erlyvideo.ru/](http://erlyvideo.ru/) in the Licensee’s Dashboard.

6.2. The cost of the Licensor’s services under this License Agreement shall be VAT-exempt due to the fact that the Licensor has the tax exemption right as regards charging and payment of the tax based on paragraph 1 of Article 145.1 of the Tax Code of the Russian Federation as an entity that received the status of a participant in research, development and commercialization of their results in accordance with Federal Law on the Skolkovo Innovation Center (Certificate 10 No. 0003397 of December 30, 2019).

6.3. The Licensee shall pay the License Fee by 100% advance payment in accordance with the following: A). In the case of subscription, the fee is paid regularly in accordance with the
Order Form and the Rate and shall be paid on the first day of each month, quarter or year throughout the period, unless the Parties directly agree otherwise; B). In the case of a one-time license fee, the Licensee makes a one-time payment after the Order Form is completed; C). If the payment is made via a third-party credit card processor, the standard terms and conditions for such a third party shall be in force; D). A fine of 1.5% per month shall be charged on the amounts due for payment by the Licensee and not paid on time, starting from the set date determined on a monthly basis until they are fully paid; E). In the case of subscription, the Licensor reserves the right to change the fee amount not earlier than thirty (30) days after giving the relevant notice to the Licensee, which can be given via email.

6.4. The License Fee shall be paid in rubles via the PayPal system or by debiting the amount from the Licensee’s payment instrument (bank card) based on the invoice generated using the Licensor’s technical facilities. The payment obligation is considered fulfilled as soon as the Licensee receives the PayPal payment receipt or a receipt confirming that the funds were credited to the Licensor’s bank account.

6.5. The date of payment for the granting of the right to use the Software shall be the date on which the funds are credited to the Licensor’s bank account.

6.6. The payment for granting the right to use the Software is considered completed for the Account and for the invoice specified in the payment details regardless of the actual payer. The payment obligations are considered fulfilled after Licensor’s bank account is credited with the funds.

6.7. If the Licensee does not use the Software (or service) due to the Licensee’s lack of necessity, impossibility of use due to technical or other reasons on the part of the Licensee, etc., the amount of the license fees paid shall not be refunded to the Licensee, and the Licensor shall be considered to have fulfilled its obligations properly by providing access to using the Software (or an associated service).

6.8. If within five (5) business days after the end of the period paid for the Licensor does not receive from the Licensee any complaints related to the scope of the rights provided, it shall be considered that the non-exclusive right to use the Software was provided to the Licensee properly and in full.

6.9. When transferring the funds for the fee payment via third-party payment systems, the Licensee shall follow the instructions published on the website of the payment system used to transfer the funds. The correctness of the Licensee’s meeting the payment conditions of a third-party payment system cannot be controlled by the Licensor, and the Licensor shall not be held liable for it.

6.10. All the expenses associated with the transfer of the funds using payment systems and services, including without limitation, any fees and commissions of such systems, taxes, etc., shall be paid by the Licensee at its own expense.

7. Technical Support and the Software Upgrades and Updates

7.1. Terms and Definitions.

“Upgrades and Updates” shall mean upgrades, updates, modifications, error corrections, improvement and scheduled new releases of the licensed Software, not excluding any additional Software releases.

“Additional Software Release” shall mean a release of the Software that significantly expands the functionality of the licensed Software and is available for an extra fee (not included in the cost of the Technical Support and Upgrade Services).
7.2. The Licensor shall provide Technical Support to the Licensee, including in matters related to the Software functionality, installation and operation peculiarities within the scope determined in the Order Form.

7.3. Technical support is provided based on each serial number and/or license key and is related to the specific serial number of the licensed Software requiring Technical Support. In this connection, in order to provide Technical Support, the Licensor may require information about the license key number and hardware technical characteristics from the Licensee.

7.4. The support services do not include support for any third-party hardware or software that was not provided by the Licensor even if such third-party hardware or software is used together with the licensed Software or was recommended by the Licensor for using with the licensed Software.

7.5. The Licensor records each Licensee’s call to the Technical Support Service using its software tools.

7.6. Computer hardware containing third-party software installed together with the licensed Software, as well as non-standard hardware configurations, require prior approval by the Licensor’s support service before the Technical Support Services are activated.

7.7. The Licensee may contact the Licensor’s Technical Support Service throughout the period specified in paragraph 7.10. of this License Agreement, but not exceeding the number of hours calculated on the basis of 10 hours per year (standard Technical Support). The number of hours is determined by the Technical Support employees based on the time spent by the Technical Support employees to respond to the Licensee’s call. The cost of the standard technical support is included in the license cost as it is not a separate service, but ensures the Licensee’s use of the purchased licensed product.

7.8. The Licensor can at its own discretion close the Technical Support tickets (tasks) when it establishes that the problem was resolved or the problem was caused by an external situation outside the framework of the rights to use the licensed Software granted by the Licensor.

7.9. Technical support providing for technical changes made in the Software use procedure solely at the Licensee’s request, the absence of which by itself does not hinder the use of the Software, as well as Technical Support in the scope exceeding ten (10) hours per year (extended technical support), is not included in the amount of this License Agreement and shall be paid by the Licensee separately; the cost and conditions of the extended technical support shall be defined in a separate agreement. Calls for extended technical support are processed on a priority basis.

7.10. The new (updated) versions of the Software (“Upgrades and Updates”) and standard Technical Support are made available to the Licensee:
- For one year starting with the effective date hereof, if the Software is purchased on the basis of a one-time license fee, without any additional costs for the Licensee. At the end of the initial support year the Licensee may at its own discretion purchase an additional standard Technical Support package and access to Upgrades and Updates. The payment for such annual standard Technical Support service shall be specified in a separate Order Form and shall be additional to the one-time indefinite (for the entire exclusive rights validity period) Software license. If the Licensee does not purchase the additional standard Technical Support package and access to Upgrades and Updates at the initial support year, the Licensee may further purchase them at any time after paying the fee for such a support extension period and the fee for re-activation equal to the fee the Licensee would have paid for the standard Technical Support and Upgrades and Updates for the period during which the Licensee did not support (purchase) them.
- For the entire paid period of the Software use, if the Software is purchased on the subscription basis.
8. Liability and Disputes

8.1. For failure to perform or improper performance hereunder the Parties shall be held liable in accordance with the laws of the Russian Federation and this License Agreement. This License Agreement shall be governed by the law of the Russian Federation.

8.2. The Licensee bears full responsibility for the following: a) meeting all the requirements of the law, including without limitation the law on advertising, on intellectual property, on competition, with regard to the actions performed by the Licensee when using the Software; b) reliability of the details provided during the registration on the Licensor’s official website and during the payment at PayPal.com.

8.3. The Licensor does not guarantee that the licensed Software will operate without malfunctions or errors. The Licensor does not guarantee the results that can be received when using the Software, to the exception of the results expressly stated in this section.

8.4. The Software is provided to the Licensee “as is” in accordance with the generally accepted international practice. This means that the Licensor shall not be held liable for any issues arising in the course of the Software installation, update, support and operation (including issues of compatibility with other software products (packages, drivers, etc.), issues arising due to non-conformity of the Software use results to the Licensee’s expectations and varying interpretations of the associated Software documentation, etc.). The Licensee must realize that it is fully liable for the potential adverse effect of the Software incompatibility or conflicts with other software products installed on the Licensee’s computer.

The Licensor shall not provide any representations or warranties that the licensed Software shall operate together with any third-party software or product, as well as with any specific operating system that was not pre-approved by the Licensor. The Licensor shall not be held liable for any failure or malfunction of the licensed Software if such failure or malfunction were associated with any failure of any third-party software or product, as well as with any deterioration or limitation of the throughput capacity. The Parties acknowledge that under certain circumstances third-party developers (third parties) may introduce changes or updates into their software, products, or operating systems. The Licensor shall not be held liable for any such changes, corrections, updates, including when a replacement code may be required to resume correct Software operation as a result of such changes in third-party software, products, or operating systems.

8.5. The Licensor shall not be held liable for disruption of the Software operation caused by the following: a) violation of paragraph 2.10 of this License Agreement by the Licensee, b) incompatibility with other programs installed on the Licensee’s computer or as a result of damage caused by the Licensee’s use of third-party products (hardware or software), c) as a result of substandard work performed by a third-party provider of information storage, accumulation, and communication, internet hosting, text alert, and other services, d) interference with the Software operation by third parties or unauthorized interference with the Software operation by the Licensee.

In any case, the Licensor shall not be held liable for the impossibility of using the Software due to reasons within the Licensee’s or third parties’ control.

8.6. Under no circumstances shall the Licensor or its partners be held liable to the Licensee for any indirect, accidental or intentional damage (even if the Licensor was warned about the possibility of such damage), including without limitation loss of revenue, profit or business, delay expenses, expenses associated with lost or damaged data or documents. In any case the Licensor’s liability with regard to any item hereunder shall not exceed the amounts actually paid or due to be
paid by the Licensee to the Licensor hereunder within 12 months preceding the act from which the liability arose.

8.7. The Licensee shall be held liable for receiving, maintenance and security of any hardware and utility software required for connection, access to or any other use of the licensed Software and for ensuring security of its own account, passwords and files.

8.8. Using the Software in a manner not provided for by the License Agreement, or after the expiration of the Agreement, or otherwise beyond the rights granted to the Licensee under the License Agreement results in a liability for infringement of the exclusive right for the Software, defined by this License Agreement and the laws of the Russian Federation.

8.9. The Licensee shall bear individual responsibility for the safekeeping and confidentiality of the login names and passwords and for the damages that may arise due to unauthorized use of the accounts. All the actions performed using the login name and password of one of the Licensee’s accounts shall be considered performed by the Licensee. The Licensee shall be individually liable to third parties for any actions performed using the login name and password of any of its accounts. The Licensor shall not be held liable for unauthorized use of the Licensee’s registration data by third parties.

8.10. The Licensor shall utilize its best efforts to ensure normal operation of the Software, but cannot be held liable for the Licensee’s failure to fulfil or improper fulfillment by the Licensee of its obligations hereunder, as well as for the Licensee’s direct and indirect losses, including lost profit and potential damage arising, without limitation, from the following:

8.10.1. Unlawful actions by the Licensee on the Internet intended to disrupt information security or normal operation of the Software website.

8.10.2. Absence (impossibility to establish, termination, etc.) of the Internet connection between the Licensee’s server and the Licensor’s server, which is a mandatory requirement for using the Software.

8.10.3. Other situations related to action or omission by the Licensee and/or other individuals or entities on the Internet for the purposes of disrupting the general Internet and/or computer hardware use situation existing at the time of the License Agreement conclusion.

8.11. The Licensor represents and warrants that as of the time of concluding this License Agreement he was not aware of any third-party rights that may have been violated by granting the rights to use the Software under the License Agreement to the Licensee.

8.12. The Parties shall be relieved from any liability for complete or partial failure to fulfill their obligations hereunder if such failure was a consequence of any events beyond the control of the Parties that occurred after the execution of this License Agreement or a result of force majeure which the Parties could neither reasonably foresee nor prevent. Force majeure events include events that the relevant Party cannot influence and for the arising of which it is not responsible, including without limitation war, riots, strikes, earthquake, flood, other natural disasters, fire, or power failure, that occurred through no fault of the Parties, actions and acts by authorities coming into effect after the conclusion of the License Agreement and making it impossible to meet the obligations established by this License Agreement, and other unforeseen events and phenomena beyond the control of the Parties.

If any of such events directly resulted in a Party’s failure to meet its obligations within the timeframe established by the License Agreement, the timeframe shall be extended accordingly by the time during which the relevant events continue to exist. If such events continue during more than one (1) calendar month, each of the Parties may suggest termination of the License Agreement due to impossibility to perform under it. If the Parties decide to terminate the License Agreement on the grounds specified, none of the Parties shall have the right for compensation of potential losses. The Party that is unable to meet its obligations under the License Agreement shall not later
than five (5) calendar days after the force majeure arises notify the other Party in writing, providing substantiating documents issued by competent authorities. Failure to notify or untimely notification of force majeure deprives the Party of the right to refer to any of the above events as to grounds for relieving the party of the responsibility for non-fulfilment of its obligations.

8.13. Termination of this License Agreement does not relieve the Parties from the liability for failure to meet/meeting improperly their obligations under the License Agreement.

9. Confidentiality

9.1. The Parties hereby agree that the terms and conditions of this License Agreement, as well as any information the Parties exchanged in the course of concluding, performing under and terminating this Agreement, shall be confidential. The Disclosing Party shall be the Party that provides confidential information to the other Party. The Receiving Party shall be the Party that receives confidential information from the other Party.

9.2. The Receiving Party shall undertake any reasonable precautions required to maintain confidentiality of the Disclosing Party’s information. The Receiving Party shall not without prior authorization use the confidential information of the Disclosing Party or disclose it, completely or in part, to any individual or legal entity, to the exception of the cases permitted by this License Agreement, as well as any officials and partners of the Receiving Party that need access for performing the obligations of the Receiving Party hereunder and only if such party agrees to comply with the use and disclosure limitations applicable to the confidential information of the Disclosing Party hereunder. Under any circumstances the Receiving Party shall display the same degree of care when protecting the confidential information of the Disclosing Party that it applies to protection of its own confidential and proprietary information, and under no circumstances shall the Receiving Party use less than a reasonable degree of care.

9.3. Notwithstanding the above: a. The Licensee grants the Licensor the right to process the Licensee’s data within the scope required for providing the Licensee with the licensed Software and the licensed Software functionality improvement services, as well as to communicate with the Licensee for Technical Support purposes, throughout the effective period of this License Agreement; b. The Licensee acknowledges and agrees that the Licensor may collect, store, analyze and use data (statistics) and other information related to the provision, use, and performance of various aspects of the licensed software and associated systems and technologies (including without limitation aggregated information and information relating to the Licensee’s data and data derived from them), and the Licensor will (throughout the validity of this License Agreement and after it expires) use such information and data to improve the Software and for other purposes of the Software development, troubleshooting and functionality adjustment, as well as disclose such data in connection with its activities; c) The Licensor may gain access to the Licensee’s confidential information or disclose it in the following situations: (i) The Licensor believes in good faith that the information disclosure is necessary to comply with any applicable law, legal process, or governmental request; (ii) To ensure compliance with this License Agreement; (iii) To protect the licensed Software safety or integrity; or (iv) To react to an emergency that, in the Licensor's opinion, requires disclosure of the Licensor’s data to assist in the prevention of death or severe injuries. In each of the above cases the Licensor shall disclose only such confidential information that, in its opinion, is required in good faith.

9.4. The information obtained by the Receiving Party shall not be deemed confidential and consequently the Receiving Party shall have no confidentiality obligations with regard to such information if it meets one of the following requirements: the information is publicly known at the time of its disclosure; the information is provided to the Receiving Party with a written indication
of not being confidential; the information is received from any third party on legal grounds; the information cannot be deemed confidential in accordance with the laws of the Russian Federation.

10. The License Term and the License Agreement Termination Procedure

10.1. This License Agreement enters into effect on the date of its acceptance and continues in full force and effect until the Parties fully meet their obligations, as regards providing the rights to use the non-exclusive Software rights (license) – throughout the period established depending on the Rates.

10.2. For subscriptions the validity of this License Agreement shall continue throughout the initial period provided for by the Order Form and shall be automatically extended by periods of the same duration as the initial period, unless one of the Parties announces termination of this License Agreement at least thirty (30) calendar days before expiration of the current subscription period.

10.3. The Licensor shall have the right to refuse the Licensee access to the Software for another period after the expiration of the license period established based on the Rates without giving any reasons.

10.4. This License Agreement can be terminated early as follows:

10.4.1. Upon mutual agreement between the Licensee and the Licensor;

10.4.2. By the Licensor unilaterally and out of court if the Licensee fails to comply with the conditions (methods) of exercising the rights for the Software. A violation of the conditions (methods) of using the rights for the Software hereunder by the Licensee shall mean any single violation of its obligations by the Licensee. In this case all the fees paid by the Licensee before the termination date shall not be refunded and shall be considered by the Parties a fine for the Licensor’s necessitated refusal from performing under the License Agreement in connection with the Licensee’s unlawful actions

10.4.3. By the Licensee unilaterally without giving any reasons, by notifying the Licensor at least thirty (30) days before the intended termination date. In the event of the Licensee’s refusal from the order paid in accordance with the Rate, the Licensee shall bear the risk of the consequences involving lack of refund of the fee amounts, as any fee assumes payment for the fact of providing the corresponding rights for the Software and does not depend on the time of the actual use of the Software by the Licensee.

10.4.4. In the event of early termination of the License Agreement on any grounds, the funds paid by the Licensee shall not be refunded as all the payments are considered to be made for the fact of granting the corresponding rights for the Software regardless of the time of their actual use by the Licensee.

10.5. After early termination on any grounds or expiration of this License Agreement, the Licensee shall immediately discontinue any use of the licensed Software, and the Licensor may disable the licensed Software remotely.

11. Other Provisions

11.1. The Licensor has the right to change the terms and conditions of this License Agreement unilaterally. The above changes shall come into effect when published, unless otherwise stated in the corresponding publication.

11.2. This License Agreement is available on the Licensor’s official website http://erlyvideo.ru/, without the need to log into the Dashboard.

11.3. In the event of any disputes or disagreement between the Licensor and the Licensee arising from this License Agreement or related to it, the Parties shall undertake any measures required to resolve the issues by negotiations.
11.4. If the arising disputes and/or disagreements between the Parties are not resolved by negotiations, they shall be referred to the Arbitration Court of Moscow.

11.5. Taking into account the terms and conditions of this License Agreement, the Licensee confirms existence of legal grounds for processing the information owned by it using the Software.

11.6. All the matters not regulated by this License Agreement shall be settled in accordance with the laws of the Russian Federation.

12. **Licensor’s Details:**

Erlyvideo Limited Liability Company  
Registered address: 7 Nobel Street, Floor 2, Room 48, Workplace 2, Territory of the Skolkovo Innovation Center, Moscow, 121205.  
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