

End User License Agreement

This End User License Agreement (hereinafter referred to as the "Agreement") is entered into between MCS+ Ltd. , which is the Rightholder of the Software, and the End User (as such terms are defined in this Agreement). The use of the Software is permitted solely upon the End User's full acceptance of each and every condition of this Agreement.

If you do not agree to the terms of this Agreement, you may not install, copy, download, or otherwise use the Software. If you accept this Agreement on behalf of a legal entity, you represent and warrant that you have the authority to bind such legal entity to this Agreement with the Rightholder. If you do not have such authority, you may not install, copy, download, or otherwise use the Software.

1 DEFINITIONS USED IN THE AGREEMENT

Software Distribution

a set of software files containing an installer file, user instructions, and necessary additional components.

Right of Use Agreement

a license agreement granting the right to use the Software or a supply agreement for the Software or hardware with pre-installed Software, entered into between the End User and the Rightholder.

Documentation

all user manuals, administrator manuals, and other technical documentation relating to the Software and its operation, provided in electronic form.

End User

a legal entity that is granted, under the Right of Use Agreement, the right to use the Software under a non-exclusive license for its own internal needs, and not for resale or sublicensing.

License

the right to use (a simple (non-exclusive) license) the Software granted in accordance with the terms of this Agreement.

Software Protection Key (License Key)

a physical hardware USB key for Software protection, by means of which the End User may launch and subsequently use the Software in accordance with the terms of the Right of Use Agreement. Software Protection Keys may only be created by the Rightholder.

Trial Use License

a License limited to a trial period and granted for the purpose of exploring the Software's functionality to make a decision on entering into a paid agreement for the use of the Software. The Software may contain a mechanism that blocks the use of the Software after the expiration of the trial period.

Testing License

a License granting the right to use the Software for its functional purpose for testing purposes, as well as for training the End User's own personnel.

Rightholder

Limited Liability Company "Marine Complexes and Systems Plus" (MCS+ Ltd.), address: 199034, Russia, St. Petersburg, 13th Line V.O., building 6-8, letter A, room 43N; INN: 7801343531, KPP: 780101001, OGRN: 1187847003717.

Software

any version of a computer program (as defined in Article 1261 of the Civil Code of the Russian Federation) specified in the Right of Use Agreement, the exclusive right to which belongs to the Rightholder. The Software may include, among others, the following computer programs:

- Software for the "Baltika" Workstation ("Baltika" OPS Software);
- "Baltika" Radar Server Software ("Baltika" Radar Server Software);
- "Automated Workstation of a Coastal Radar Station" Software ("ARM BRLS" Software);
- "Automated Workstation of a Coastal Radar Station (Single Set)" Software ("ARM BRLS-KO" Software);
- "Archiving Automated Workstation" Software ("ARM Archiving" Software);
- "Monitoring Automated Workstation" Software ("ARM Monitoring" Software);
- "Automated Workstation of a Coastal Radar Station (Mobile Complex)" Software ("ARM BRLS-MC" Software);
- "PWS-9000" Operator Automated Workstation Software ("ARM PWS-9000" Software);
- "PWS-9000R" Operator Automated Workstation Software ("ARM PWS-9000R" Software);
- "S57/S63 Chart Server" Software ("S57/S63 Chart Server" Software);
- AIS Data Collection and Source Network Management Software ("AIS Server" Software);
- "PWS-9000" Archive Visualization Device Software ("AVD PWS-9000" Software);

- "Obzor" VTS Information Processing, Display, and Recording System Software ("Obzor" Software);
- "Vessel Routing Database Server" Software ("VRDB Server" Software);
- "KURS" ENC Editor Software ("KURS" Software).

Intellectual Property Objects

all systems, methods, algorithms, structure, libraries, applications (additional software), components/parts of the visual design of the Software (texts, fonts, images, design, and arrangement of elements), all modules, trademarks, and other components of the Software.

Agreement

this End User License Agreement.

2 SUBJECT MATTER OF THE AGREEMENT

2.1 The End User is granted a License under the Right of Use Agreement, subject to the terms set forth in this Agreement.

2.2 The terms and procedure for payment for Licenses are determined by the Right of Use Agreement.

2.3 This Agreement becomes effective upon the execution of the Right of Use Agreement with the End User. This Agreement also applies if the End User is granted a Trial Use License or a Testing License. If a Trial Use License or a Testing License is granted without a Right of Use Agreement or any other agreement, this Agreement becomes effective upon the End User's lawful installation of the Software.

2.4 If the terms of use for a specific Software are governed by a separate license agreement with the Rightholder, the terms of such separate license agreement prevail over this Agreement.

2.5 The provisions of this Agreement governing the use of a particular Software shall also apply to all versions of the relevant Software, including those created after this Agreement enters into force.

2.6 The Software may include Documentation and other components used together with the Software.

3 SCOPE OF RIGHTS GRANTED AND METHODS OF USE

3.1 The End User is granted the right to use the Software (non-exclusive license) under the following terms:

3.1.1 Methods of using the Software:

3.1.1.1 reproduction, limited to the right to install, copy, and launch the Software for the purpose of use in accordance with its functional purpose.

For launching the Software, the End User receives a License Key.

3.1.2 The End User may copy the Software solely for the purpose of making a backup copy and archiving the Software.

3.1.3 Term of use of the Software: indefinite, unless otherwise specified in the Right of Use Agreement.

3.1.4 Territory of use of the Software: any country, unless otherwise provided in the Right of Use Agreement.

3.1.5 Except for use in the manner and to the extent expressly provided for by this Agreement or the legislation of the Russian Federation, the End User is not entitled to use the Software, including to:

3.1.5.1 study, research, or test the functioning of the Software to determine the ideas and principles underlying any element of the Software, disassemble, decompile, reverse engineer, or otherwise attempt to obtain the source code of the Software;

3.1.5.2 modify, alter the Software, otherwise create a derivative work of the Software, or in any way alter its integrity;

3.1.5.3 correct errors in the Software, including obvious errors, or make any other changes to the Software, components of the Software, or the related Documentation;

3.1.5.4 reproduce, distribute, copy, publicly communicate the Software in any form or by any means not expressly permitted by this Agreement, including together with other programs, as part of collections of software products, with the offer of other programs, settings, and other products, regardless of the purpose of such use;

3.1.5.5 lease or temporarily transfer (including by transferring the equipment on which the Software has been installed), sublicense, transfer, or assign the rights granted to the End User under this Agreement, and any other rights related to the Software, to any other person, unless otherwise expressly provided in this Agreement;

3.1.5.6 create conditions for access to the Software by third parties who do not have the right to use such Software, including in a virtual environment or via the Internet, unless otherwise expressly provided in this Agreement;

3.1.5.7 use the Software to organize public services, including by providing remote access to the Software;

3.1.5.8 store or use the Software after the expiration of the period permitted by the Rightholder;

3.1.5.9 remove, alter, or obscure any copyright notices or trademark notices specified in the Documentation to the Software or within the Software, as well as any notices required by the terms of open-source licenses, including Apache License 2.0;

3.1.5.10 install the Software on the computing resources of third parties or at the location of third parties, except where the End User uses such computing resources for its own needs under an agreement with such third parties;

3.1.5.11 transfer the License Key for use of the Software to third parties;

3.1.5.12 use the Software in violation of the Documentation.

3.1.6 For violation of intellectual property rights in the Software, the End User shall bear civil, administrative, or criminal liability in accordance with the laws of the Russian Federation.

3.1.7 Use of the Software beyond the permitted methods of use may, at the Rightholder's discretion, result in immediate termination of the License.

4 EXCLUSIVE RIGHTS TO INTELLECTUAL PROPERTY OBJECTS

4.1 Exclusive rights to the Software and intellectual property objects contained in the Software belong to the Rightholder. Exclusive rights to intellectual property objects contained in the Software are protected in accordance with the applicable laws of the Russian Federation, as well as the provisions of this Agreement.

4.2 Except for the right to use expressly provided for by this Agreement, the End User is not granted any rights to the Rightholder's intellectual property (including the Software and any patents, trademarks, and intellectual property results protected by the laws of the Russian Federation). The End User is not entitled, during the term of this Agreement or after its termination, to use or claim any rights to any name, trademark, trade name, style, or design owned by the Rightholder, or any confusingly similar names, trademarks, trade names, styles, or designs.

4.3 The Rightholder is entitled to use the Software at its discretion in any manner not contrary to law, including unilaterally making changes to the Software, altering the functionality of the Software (for example, by adding/removing relevant features), changing the composition of the Software (for example, by adding or removing applications and/or modules included in the Software), creating new versions of the Software, and performing other actions related to the operation of the Software. The End User agrees that any use of the Software by the Rightholder shall not result in a material change in the circumstances from which the End User proceeded when entering into this Agreement and the Right of Use Agreement, nor shall it result in any losses or other adverse consequences for the End User.

4.4 The Rightholder shall provide assistance in defending the End User against any claims of third parties challenging the End User's right to use the Software. In the event of such a claim, the End User shall promptly notify the Rightholder of all claims made by third parties and provide all necessary information relating to such dispute.

5 TRANSFER PROCEDURE

5.1 The transfer of the Software Distribution to the End User for the installation of the Software is carried out on the basis of the Right of Use Agreement.

5.2 Any changes, additions, and other actions related to the transfer, installation, or provision of remote access to the Software are carried out solely by the Rightholder directly, unless otherwise agreed by the Rightholder with the Rightholder's Partner.

5.3 Replacement of the End User with another person is not permitted without the express permission of the Rightholder. In the event such permission is obtained from the Rightholder and the rights to the Software are transferred to another person (a new End User), the

End User under this Agreement undertakes to destroy all backup copies of the received Software, if any were created.

6 WARRANTY OBLIGATIONS

6.1 The Rightholder warrants the proper operation of the Software in accordance with its functional purpose for 12 (twelve) months from the date of transfer of the Software to the End User.

6.2 The Rightholder shall replace or eliminate failures in the operation of the Software that occur during the warranty period at its own expense within 30 (thirty) calendar days from the date of receipt of written notice from the End User, provided that the Software was operated in accordance with the operating documentation.

6.3 The Rightholder provides no warranties regarding the joint use of the Software with other software, nor does it provide any other warranties not expressly stated in this Agreement, unless otherwise specified in the Right of Use Agreement.

6.4 The Rightholder and persons authorized by the Rightholder may provide Software support services on the basis of separate agreements concluded by the End User with the Rightholder or persons authorized by the Rightholder, in accordance with the support terms and conditions in effect at the Rightholder.

7 LIABILITY

7.1 To the fullest extent permitted by the applicable laws of the Russian Federation, the Rightholder shall not be liable for any direct or indirect consequences of any use or inability to use the Software, including damages (including lost profits and actual damage) incurred by the End User and/or third parties as a result of any use or non-use of the Software, including due to possible errors or failures in the operation of the Software.

7.2 If the Rightholder's fault is established, the Rightholder's liability under any circumstances in accordance with Article 15 of the Civil Code of the Russian Federation shall be limited to compensation of documented actual damage, the amount of which may not exceed the amount received by the Rightholder under the agreement with the Rightholder's Partner for the license granted to the End User.

7.3 The Rightholder shall not be liable for and gives no warranties regarding any consumer qualities of the Software other than those stated and specified in the Documentation.

7.4 The Rightholder is not obliged to provide maintenance, support, updates, extensions, or modifications of the Software, unless otherwise provided in the Right of Use Agreement.

7.5 The End User undertakes to indemnify the Rightholder for any losses, including court costs and legal fees, arising as a result of unlawful or illegal use of the Software, including losses incurred by the Rightholder by any party related to the End User, as well as by persons authorized by the End User to act in clear violation of the terms of this Agreement and applicable law.

8 SPECIAL AND ADDITIONAL TERMS

8.1 Rights to use the Software are valid only if the Software is genuine. The End User bears full responsibility for the accuracy of the data provided to the Rightholder. The End User undertakes to notify the Rightholder of any identified discrepancies in the provided data or changes in its details.

8.2 If any provision of this Agreement is held by a court to be invalid or illegal, the remaining provisions of this Agreement shall remain in full force and effect.

8.3 Any disputes and disagreements between the parties to this Agreement shall be resolved through negotiations, and if a positive result is not achieved through negotiations, before the court at the location of the Rightholder in accordance with the applicable laws of the Russian Federation.

8.4 General Provisions on Open Source Licenses

8.4.1 The Software may include software elements incorporated into the Software and used on the basis of open source licenses (hereinafter referred to as "Open Source Components") provided by a third party. The End User accepts and agrees to the terms of such open source licenses.

8.4.2 The texts of all open source licenses are included in the Software Distribution or available on the Rightholder's website at: <https://www.mcsplus.ru/licenses>. The list of Open Source Components used, indicating their authorship, is included in the Software documentation.

8.4.3 The End User is not entitled to remove or alter copyright notices and license texts relating to the Open Source Components.

8.4.4 In the event of a conflict between this Agreement and the terms of an open source license applicable to an Open Source Component, the terms of the respective open source license shall prevail.

8.5 Special Terms for Software Components Distributed Under Apache License 2.0

8.5.1 With respect to components distributed under the terms of Apache License 2.0 (hereinafter referred to as "Apache Components"), the End User is entitled to use, reproduce, and distribute such components separately from the Software in accordance with the terms of Apache License 2.0.

8.5.2 This Agreement does not grant the End User the right to use the trademarks or names of the authors of Apache Components to promote the Software without their consent.

8.6 Special Terms for Components Distributed Under GNU Lesser General Public License (LGPL)

8.6.1 With respect to components distributed under the terms of the GNU Lesser General Public License (LGPL), the End User is entitled to receive the source code of such components upon written request.

8.6.2 The provisions of this Agreement restricting modification and reverse engineering shall not apply to the extent necessary to exercise the rights granted under the LGPL.

8.7 Special Terms for Components Distributed Under GNU General Public License Version 3 (GPLv3)

8.7.1 If the Software contains components distributed under the terms of the GNU General Public License version 3 (GPLv3) (hereinafter referred to as "GPL Components"), the terms of GPLv3 apply to such components.

8.7.2 With respect to GPL Components, the terms of GPLv3 prevail over the terms of this Agreement. In the event of any conflict between this Agreement and GPLv3, the terms of GPLv3 shall apply.

8.7.3 With respect to components distributed under GPLv3, the End User is entitled to receive the source code of the Software (to the extent required by GPLv3) upon written request.

8.7.4 The provisions of this Agreement that restrict the End User's right to modify, reverse engineer, distribute, or transfer the License Key shall not apply to GPL Components to the extent necessary to exercise the rights granted under GPLv3.

8.8 For additional information regarding any questions arising in connection with this Agreement, or for other clarifications on the use of the Software, the End User may contact the Rightholder through the website: <https://www.mcsplus.ru/contacts>.

9 TERMINATION OF THE AGREEMENT

9.1 The term of this Agreement commences upon its entry into force in accordance with clause 2.3 of this Agreement and continues for the duration of the right to use the Software, unless such right is terminated due to a breach of this Agreement.

In the event of a breach by the End User of the terms of this Agreement or the exclusive rights of the Rightholder, the Rightholder shall have the right to terminate this Agreement unilaterally out of court (withdraw the License) without compensating the End User for any damages. In such case, the End User shall immediately cease using the Software and destroy (permanently erase) the installed Software. The remuneration paid by the End User for the grant of rights to use the Software shall not be refunded.

9.2 Upon termination of this Agreement, all rights granted to the End User under this Agreement shall immediately cease. The End User shall cease using the Software within 5 (five) calendar days from the date of termination or expiration of the Right of Use Agreement and provide the Rightholder with written confirmation thereof through the website: <https://www.mcsplus.ru/contacts>.