

Approved by
Order 01-23 dated August 01, 2023
CEO
CS Plus LLC
Yu. A. Chudinova

LICENSE AGREEMENT

Dated August 01, 2023

city of Tyumen

***ATTENTION!** Please read the terms of this License Agreement carefully before using the Software.*

Starting to use the Software or clicking on the button confirming your agreement with the text of this License Agreement during the installation of the Software or entering the appropriate symbol(s) indicates your unconditional acceptance of the terms of this License Agreement. If You do not agree to the terms of this License Agreement, You must abort the installation of the Software and/or uninstall the Software.

1. General Conditions

1.1. The License Agreement (hereinafter – Agreement) according to Article 428, paragraph 1 of the Civil Code of Russian Federation is a form that determines the conditions of the contract of adhesion.

1.2. The following Agreement is concluded between Corporate Systems Plus LLC (“Licensor”) and legal entity or individual (“Licensee”) not otherwise than by the addition of Licensee to the Agreement as a whole.

1.3. Accession to this Agreement shall be effected upon payment of an invoice (an offer), sent by Licensor to Licensee. The payment by Licensee and the receipt of the funds into the account of Licensor (specified on the invoice) shall be considered as an acceptance (consent) of the terms of this Agreement by Licensee.

1.4. Acceding to this Agreement Licensee represents and warrants that it has sufficient authority to enter into this Agreement and that the information provided or to be provided by Licensee to Licensor is complete and correct.

2. Terms and Definitions

2.1. Software shall mean copies of computer programs under the following names:

1. SIKE. 3D Atlas 2.0 The device of load-lifting mechanisms
2. SIKE. 3D Atlas 2.0 The device of load-lifting mechanisms (Touch version)
3. SIKE. 3D Atlas 2.0 The device of the equipment of the chemical industry
4. SIKE. 3D Atlas 2.0 The device of the equipment of the chemical industry (Touch version)

5. SIKE. 3D Atlas 2.0 The device of oil pumps
6. SIKE. 3D Atlas 2.0 The device of oil pumps (Touch version)
7. SIKE. 3D Atlas 2.0 The device of electric motors (part 1)
8. SIKE. 3D Atlas 2.0 The device of electric motors (part 1) (Touch version)
9. SIKE. 3D Atlas 2.0 The device of electric motors (part 2)
10. SIKE. 3D Atlas 2.0 The device of electric motors (part 2) (Touch version)
11. SIKE. 3D Atlas 2.0 The equipment for crushing, screening and grinding
12. SIKE. 3D Atlas 2.0 The equipment for crushing, screening and grinding (Touch version)
13. SIKE. 3D Atlas 2.0 The device of equipment for flotation enrichment and separation
14. SIKE. 3D Atlas 2.0 The device of equipment for flotation enrichment and separation (Touch version)
15. SIKE. 3D Atlas 2.0 The device for dehydration and filtration
16. SIKE. 3D Atlas 2.0 The device for dehydration and filtration (Touch version)
17. SIKE. 3D Atlas 2.0 The device of equipment for transportation and supply of bulk materials
18. SIKE. 3D Atlas 2.0 The device of equipment for transportation and supply of bulk materials (Touch version)
19. SIKE. 3D Atlas 2.0 The design of coking machines
20. SIKE. 3D Atlas 2.0 The design of coking machines (Touch version)
21. SIKE. 3D Atlas 2.0 The blast furnace device
22. SIKE. 3D Atlas 2.0 The blast furnace device (Touch version)
23. SIKE. 3D Atlas 2.0 The oxygen converter design
24. SIKE. 3D Atlas 2.0 The oxygen converter design (Touch version)
25. SIKE. 3D Atlas 2.0 The electric arc furnace
26. SIKE. 3D Atlas 2.0 The electric arc furnace (Touch version)
27. SIKE. 3D Atlas 2.0 The construction of a single ladle furnace (LF)
28. SIKE. 3D Atlas 2.0 The construction of a single ladle furnace (LF) (Touch version)
29. SIKE. 3D Atlas 2.0 The device of a two-position ladle-furnace unit
30. SIKE. 3D Atlas 2.0 The device of a two-position ladle-furnace unit (Touch version)
31. SIKE. 3D Atlas 2.0 The device of a billet continuous casting machine (BCCM)
32. SIKE. 3D Atlas 2.0 The device of a billet continuous casting machine (BCCM) (Touch version)
33. SIKE. 3D Atlas 2.0 The device working crates of rolling mills
34. SIKE. 3D Atlas 2.0 The device working crates of rolling mills (Touch version)
35. SIKE. 3D Atlas 2.0 The device of the continuous hot dip galvanizing unit
36. SIKE. 3D Atlas 2.0 The device of the continuous hot dip galvanizing unit (Touch version)
37. SIKE. 3D Atlas 2.0 The device of an electrical insulation coating unit (EICU)
38. SIKE. 3D Atlas 2.0 The device of an electrical insulation coating unit (EICU) (Touch version)
39. SIKE. 3D Atlas 2.0 The device arc vacuum furnace
40. SIKE. 3D Atlas 2.0 The device arc vacuum furnace (Touch version)
41. SIKE. 3D Atlas 2.0 The device fluidized bed furnace
42. SIKE. 3D Atlas 2.0 The device fluidized bed furnace (Touch version)

including tutorial videos (if available) and documentation in electronic form, which are the objects of civil rights and protected by law. Name of the Software and the number of licenses granted to Licensee are indicated on the invoice.

2.2. To use the Software Licensee must download a distribution program via the link provided by Licensor. Licensee shall carry out the steps for installing the Software on a computer and send Licensor a request for the software installation key.

2.3. A simple (non-exclusive) license shall mean that Licensee has the right to use the Software on a single computer, which is made by sending Licensee an e-mail with a scanned copy of an A4 document, drawn up by Licensor on its established form and containing one Software installation key for one computer. The number of computers on which Licensee is entitled to use the Software under this Agreement is determined by the number of licenses received by Licensee.

2.4. The right holder of the Software is Licensor. Exclusive rights on the Software belong to Licensor.

2.5. Licensor warrants that it has the right to grant the rights to use the Software.

3. Subject of the Agreement

3.1. Within the framework of this Agreement Licensor grants Licensee for a fee the right to use the Software under the terms of a simple (non-exclusive) license in accordance with the invoice (an offer) in order to use the Software on the territory of all countries all over the world in the amount and manner described in the section 4 of this Agreement.

4. Terms and conditions of use.

4.1. The right to use the Software under the terms of a simple (non-exclusive) license grants Licensee the right to use the Software (in accordance with its purpose and the use policy outlined in the in-line documentation) in the following ways:

4.1.1. Store and install the Software on the computer in accordance with the documentation for the Software and the number of licenses purchased. One license grants the right to use the Software on a single computer.

4.1.2. Publicly advertise the Software, including by posting information about the Software on Licensee's website.

4.2. Licensee shall not:

4.2.1. Copy and publish the document, specified in section 2.3 of this Agreement, which contains keys for installing the Software, including the very Software installation key.

4.2.2. Publish the Software, thereby providing others with a chance to copy it.

4.2.3. Use installation keys not specified in the license in order to install the Software on a computer.

4.2.4. Disassemble, decompile the Software (convert the object code into the source code), and modify the Software components, as well as assign others to carry out these actions.

4.2.5. Make any changes to the object code of the Software.

4.2.6. Perform other actions with the Software, which violate Russian legislation and international standards.

4.2.7. Licensee under any circumstances shall not grant (transfer) the right to use the Software received from Licensor under the terms of a simple (non-exclusive) or an exclusive license to a legal entity or an individual on a sublicense contract. Licensee has no right to rent, lease, loan, borrow or donate the Software. Licensee shall no surrender rights under this Agreement to any third parties.

4.2.8. Perform other actions, which are not granted by this Agreement.

4.2.9. The Licensee may not rent, lease, lend, or gift the Software.

4.2.10. The Licensee shall not assign the rights under this Agreement to any third party.

4.2.11. Remove or change copyright notices on any copy of the Software.

4.2.12. Perform other actions, the right to perform which is not expressly granted by this Agreement.

4.3. Licensee shall agree that Licensor has the right to audit the use of the Software for compliance with the terms of this Agreement at any time after prior notice of Licensee.

5. Remuneration

5.1. Remuneration payable to Licensor for the right to use the Software is specified on the invoice (an offer).

5.2. Remuneration payable to Licensor for the right to use the Software is not subject to VAT in accordance with subparagraph 26, paragraph 2, Article 149 of the Tax Code of the Russian Federation.

5.3. Act on the transfer of rights is made in the manner and within the period specified by the requirements of the Tax Code of the Russian Federation. If within five (5) calendar days from the date of receipt of the act on the transfer of rights Licensee does not send Licensor a signed copy of the act, the act is considered to be signed by Licensee, and the rights to be transferred in accordance with this Agreement and accepted by Licensee.

5.4. Under this Agreement all expenses for money transfer to Licensor as remuneration incurs Licensee.

6. Validity

6.1. This Agreement shall enter into force on the date of Licensee's accession to the Agreement and is valid:

- While the rightholder (Corporate Systems Plus LLC) exercises exclusive rights over the Software.

7. Termination of the Agreement

7.1. In the event of termination of the Agreement, and (or) the impossibility of further implementation of the conditions of use of the Software, set forth in section 4 of the Agreement, and (or) any other grounds in accordance with the provisions of this Agreement and of the Russian legislation, the Software, including its copies and installation keys, shall be destroyed. Licensee

shall confirm the destruction of the Software (including magnetic carriers, files with information, archived copies, and installation keys) in a written form.

7.2. From the date Licensor receives a written confirmation that Licensee has destroyed the Software (including magnetic carriers, files with information, archived copies, and installation keys) this Agreement shall cease to be effective.

8. Liability

8.1. Licensee acquires the right to use the Software to the extent stipulated in this Agreement, and is responsible for its use in accordance with the recommendations set out in the in-line documentation and the current legislation of Russian Federation.

8.2. Illegal use of the Software is a violation of the Russian legislation and is subject to legal prosecution.

8.3. In case of failure and/or improper fulfillment of the conditions of use of the Software, established in section 4 of this Agreement, Licensor has the right to suspend the right to use the Software (license) and/or revoke the right to use the Software (license). For the purposes of this paragraph “suspension of the right to use the Software (license)” shall mean a temporary ban on the use of the Software with the Software installation key. “Cancellation of the right to use the Software (license)” shall mean a permanent ban on the use of the Software with the Software installation key.

8.4. Licensor shall not be liable for any direct, indirect or consequential loss, damage or injury, loss of profits (both direct and indirect), business interruptions, loss of business information, and the like, which may happen to Licensee arising out of the use of the Software.

8.5. The liability of Licensor in any case is limited to the amount of remuneration paid by Licensee to Licensor for one (1) non-exclusive (simple) license.

9. Processing of Licensee's personal data

9.1. The Licensee gives his/her consent (hereinafter referred to as the Consent) to CS Plus LLC (INN 7446053845), located at 625017, Tyumen Region, urban district of city of Tyumen, city of Tyumen, Avtoremontnaya Street, 18, building 1, office 305, for the processing of their personal data with the following conditions:

625017, Tyumen region, Tyumen,
Avtoremontnaya, 18, building 1, office 305

9.1.1. The Consent is given to the processing of the following personal data of the Licensee:

1. Personal data: first name, patronymic, and last name; contact phone numbers; email addresses;

2. User data (the source from where the Licensee came to the Website; from which website or advertisement).

9.1.2. The Consent is given for the processing of personal data both without and with the use of automation tools.

9.1.3. The purpose of processing the Licensee's personal data: processing incoming orders for the purchase of licenses for the Software, as well as advising on the acquisition, installation, storage, and use of the Software; analytics of actions on the Website and the functioning of the Website; advertising and newsletters.

9.1.4. During the processing of the Licensee's personal data, the following actions will be performed: collection; record; systematization; accumulation; storage; clarification (update, change); extraction; usage; blocking; removal; destruction.

9.1.5. The Consent is valid from the date the Licensee provides his/her personal data to the Licensor by placing an order and clicking the consent confirmation button with the text of this License Agreement on the Website until the expiration of the storage period of the relevant information determined by the legislation of the Russian Federation, or until the day of withdrawal in writing.

9.1.6. The Consent may be withdrawn by the Licensee or his/her representative at any time by sending a written application to CS Plus LLC at the address: 455023, Chelyabinsk Region, city of Magnitogorsk, Leningradskaya Street, 13/1, P.O. Box 29.

10. Warranties

10.1. Licensor warrants the performance of the Software only in case of its installation and use from the reference medium – distribution program, and on the equipment compliant with the technical requirements set out in the in-line documentation, with the exclusion of an unauthorized tempering with the Software, including the impact of malicious software (viruses).

10.2. The warranty period is 1 (one) year from the date of signing of documents by the parties confirming the acceptance of the Software (Delivery-Acceptance Act).

10.3. During the warranty period, Licensor will use all reasonable means to identify and correct within a reasonable period of time and at its own expense errors which were detected by Licensee in the current version of the Software and reported to Licensor, provided that the Software is used in accordance with the technical requirements set out in the in-line documentation.

11. Force Majeure

11.1. The parties are relieved from responsibility for partial or full default of obligations assumed as a result of circumstances beyond the parties' control (force majeure).

11.2. The onset of force majeure has to be confirmed by a document issued by the Chamber of Commerce of the Russian Federation or other relevant authority.

11.3. Force majeure means circumstances that have arisen after Licensee's accession to this Agreement as a result of unforeseen and unavoidable extraordinary events, which include (but are not limited to): fire, natural disaster, war, any kind of military actions, blockades, prohibition of

certain commercial transactions, the act of a state authority, which publication results in failure to fulfill the obligations in whole or in part.

11.4. The parties are not exempt from responsibility for partial or full default of obligations under this Agreement if such default is consequence of the force majeure circumstances such as unilateral acts of the competent authority of the government which are not proscriptive of certain commercial operations.

11.5. The period of performance of obligations shall be extended by a period of time equal to the period of interruption caused by an event of force majeure and its consequences.

11.6. If the event of force majeure and its consequences will continue for more than thirty (30) calendar days, each party has the right to refuse further fulfillment of the obligations under this Agreement with prior unilateral notice to the other Party. In this case none of the Parties has the right to compensation for possible losses.

12. Resolution of Disputes

12.1. Any disputes, controversies or claims arising out of this Agreement or related to its violation, termination, and invalidity shall be settled in the courts of the city of Tyumen or Tyumen Region in a compliance with a mandatory pre-trial dispute settlement procedure in accordance with the current legislation of Russian Federation. Response time to a claim - ten (10) business days.

13. Changes to the Agreement

13.1. Amendments (additions) to this Agreement are made by Licensor unilaterally.

13.2. Notice of amendments (additions) to this Agreement shall be made by Licensor by posting them on Licensor's website: <https://elearningsike.com/>.

13.3. Any amendments (additions) to this Agreement introduced by Licensor and not related to changes in the Russian legislation, shall enter into force and become binding for Licensees after 5 (five) calendar days from the date of amendments (additions) placement on the website: <https://elearningsike.com>.

13.4. The amendments (additions) to this Agreement shall apply equally to all Licensees that have acceded to the Agreement.

14. Miscellaneous

14.1. Licensee is entitled to receive technical support for the Software, and Licensor shall provide Licensee the support in case of a written agreement for the provision of Software technical support between Licensee and Licensor in accordance with the terms of that agreement.

14.2. No failure or delay by Licensor in exercising any right under the law and this Agreement shall constitute a waiver of that right by Licensor.

14.3. This Agreement and the relationship between Licensee and Licensor are governed by Russian law.

14.4. This Agreement is made in the Russian and English languages. In case of a contradiction, the Agreement in Russian shall prevail.

15. Licensor's details

Corporate systems Plus Limited liability company (CS Plus LLC)

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