

## End User License Agreement

### 1. Terms and definitions

- 1.1. Agreement – the text of this document with all amendments and additions thereto, posted on/in the Software Product distributive and/or on the copyright holder's website at: <https://dq-solutions.com/database/>.
- 1.2. End User – an individual (an individual, organization, or other entity, with or without legal entity status) lawfully using the Software Product for their own needs.
- 1.3. Software Product – the DQ DataBase computer program (including the documentation for the Software Product) owned by the copyright holder, lawfully used by the End User.

### 2. Subject of the Agreement

- 2.1. This Agreement establishes the rights and obligations of the End User when using the Software Product. The Software Product is not intended for domestic or home use; the relationship between the parties is not governed by consumer protection laws.
- 2.2. Using and/or downloading the Software Product constitutes the End User's full and unconditional agreement with the terms of the Agreement. The End User also expresses this agreement by checking the box "I confirm that I have read and accept the terms of the License Agreement" (or any other similar checkbox) in the designated field. The actions of any of the End User's employees and/or authorized persons in checking this box and/or initiating use of the Software Product are deemed to be recognized as the actions of the End User.

### 3. Terms of the Software Product use

- 3.1. To download the Program, the End User must provide: full name (of the authorized person); email address, name, taxpayer registration/identification number assigned in the country of residence of the person, and other information requested when submitting the download request.

The End User is granted, free of charge, the right to reproduce an unlimited number of copies of the Software Product on physical or virtual processor cores (no more than 8 cores for each copy). If it is necessary to use the Software Product on a larger number of cores, the End User must purchase the appropriate license for the Software Product for a fee.

The End User acknowledges that limitations on the use of the Software Product (including limitations on the number of processor cores) do not constitute payment or consideration. Use of the Software Product within the limits established by this Agreement is free of charge.

- 3.2. The End User may use the Software Product only by reproduction (including installation and launch). Any actions by the End User with the Software Product not expressly permitted by the Agreement are prohibited.

Actions by the End User's contractors to install and configure the Software Product on the End User's computer and for the End User's use of the Software Product for their own needs are lawful; however, use of the Software Product by such contractors for their own needs is not permitted.

- 3.3. Use of the Software Product is free of charge, subject to compliance with the restrictions provided for in the Agreement.

- 3.4. The term for which the right to use the Software Product is granted is the duration of the exclusive right to the Software Product, while the validity period of the activation file received from the Copyright Holder is 6 months, calculated from the date of its installation (deployment) on the computer. To be able to use the Software Product, upon expiration of each specified six-month period, the End User must receive a new activation file from the Copyright Holder.

Obtaining a new activation file is free of charge and is not a form of payment or consideration.

- 3.5. The territory of use of the Software Product is the whole world.

- 3.6. The End User is prohibited from:

- modifying, reverse engineering, disassembling, and/or decompiling the Software Product or its components.
- circumventing technical protection measures, hacking the licensing mechanism, or using illegal keys;
- distributing, copying, transferring to third parties, or publishing the Software Product in the public domain (including through SaaS or other similar/cloud hosting) in any way without the written consent of the Copyright Holder;
- granting (transferring) the acquired right to use the Software Product to third parties in any way;
- embedding the Software Product in the End User's and/or third party's software;
- using the Software Product on behalf of a third party, or for the benefit of third parties;
- remove, make inaccessible, obscure, or otherwise alter copyright notices in the Software Product;
- use the Software Product to create competing computer programs..

- 3.7. Use of the Software Product beyond the limits established by the Agreement shall not be permitted without concluding a separate license agreement with the Copyright Holder.

- 3.8. Upon termination of the right to use the Software Product, all copies thereof must be destroyed by the End User.

- 3.9. The end user has the right to receive updates of the Software Product, technical support and other services from the Copyright Holder on the basis of a separate agreement.

Control over the methods and limits of use of the computer program by the End User.

The Copyright Holder has the right to control the methods and limits of use, including through the use of utilities included in the Software Product delivery. If, as a result of monitoring, instances of exceeding the methods and limits of use are detected, the End User, at the Copyright Holder's request, is obligated to correct the violation within the timeframe established by the Copyright Holder.

### 4. Purpose and limitations of use of the Software Product

- 4.1. The Software Product is intended solely for use in commercial, professional and entrepreneurial activities.
- 4.2. The Software Product is not intended and should not be used by individuals for personal, family, household or other consumer needs not related to commercial or professional activities.

- 4.3. The Software Product may only be used by:

- legal entities (organizations, corporations, companies) of any organizational and legal form;
- sole proprietors;
- individuals engaged in professional activities or using the Software Product as part of their work, business, or professional duties..

- 4.4. The End User warrants the following:

- The End User uses the Software Product solely for the purposes of their commercial, professional, or entrepreneurial activities;
- The End User is not a consumer within the meaning of applicable consumer protection legislation;
- The End User understands the specific nature and functional purpose of the Software Product and confirms that the Software Product may not be used for personal, family, or household purposes;
- if the End User is an individual, such individual uses the Software Product solely within the scope of their professional, business, or entrepreneurial activities.

4.5. Due to the exclusively professional/commercial purpose of the Software Product, the provisions of consumer protection legislation do not apply to the relations under this agreement.

4.6. Use of the Software Product in violation of the restrictions established by this section shall mean termination of the right to use the Software Product at the time of such violation.

4.7. The end user bears full responsibility for providing false information about their status or the purposes of using the Software Product.

4.8. The Copyright Holder has the right at any time to request from the End User documents confirming their status and the legality of using the Software Product for commercial/professional purposes. Refusal/failure to provide such documents shall constitute grounds for the Copyright Holder to unilaterally terminate the Agreement without judicial review.

4.9. The End User confirms that:

- the collection of personal data (full name, email, organization name, registration/taxpayer identification number) is carried out solely for the purposes of providing access to the Software Product and identifying the End User's status as an individual engaged in commercial/professional activities;
- the collection of such data does not constitute a form of payment or consideration.

4.10. The Copyright Holder shall not be liable for and shall not compensate for any damages, including lost profits, loss of confidential information of the End User, caused by violations and/or errors in the operation of the Software Product, arising as a result of incorrect and/or illegal actions of the End User's personnel or third parties, as well as malfunctions of the End User's technical facilities and electrical equipment.

## **5. Prohibition on use in critical systems**

5.1. The Software Product is NOT intended, developed, or authorized for use in the following areas (hereinafter, the "Prohibited Use"), where the failure, malfunction, or improper operation of the Software Product may result in death, personal injury, or serious property or environmental damage, including, but not limited to:

- operation of nuclear facilities or the nuclear fuel cycle;
- critical information infrastructure facilities;
- life support systems, medical systems, and devices on which human life or health may depend;
- aircraft navigation, communication, and air traffic control systems;
- autonomous vehicle control systems;
- emergency service systems (ambulance, fire, and police);
- military weapons systems;
- critical infrastructure facilities, the disruption of which may lead to emergency situations;
- any other similar application.

5.2. The End User acknowledges and agrees that the Software Product has not been designed or tested for such purposes, and its use in the specified areas is carried out solely at the risk of the End User.

5.3. The Software Product is classified as general-purpose software (not safety-critical) and is NOT certified for use in critical systems in compliance with safety standards (in particular, IEC 61508, DO-178C, ISO 26262 and similar).

5.4. The end user represents and warrants that it will not engage in any prohibited use and is solely responsible for compliance with the restrictions set forth in this section.

5.5. The Copyright Holder shall not bear any liability for any losses or damages (including harm to life and health, material or environmental damage) arising from the use of the Software Product in violation of the prohibition established by this section.

5.6. Use of the Software Product in violation of the prohibition established by this section shall mean termination of the right to use the Software Product at the time of such violation.

## **6. Limitation of liability**

6.1. The Software Product is provided on an "as is" basis. The End User uses the Software Product at their own risk. The Copyright Holder makes no express or implied warranties. The Copyright Holder shall not be liable for the quality and functionality of the Software Product, either explicit (including any discrepancy between the actual functionality and that specified in the documentation) or implied.

6.2. The Copyright Holder shall not be liable and expressly disclaims liability for any losses or damages related to the use or inability to use the Software Product, even in the event of prior notification of the possibility of such damage or for any claim by third parties.

6.3. The Copyright Holder shall not be liable for and shall not compensate for damages caused by violations and/or errors in the operation of the Software Product by the End User's personnel or third parties, as well as those caused by malfunctions of technical equipment and failures in the operation of electrical equipment.

6.4. The Copyright Holder shall not be liable for any problems arising during the installation, updating, or operation of the Software Product in cases where such problems are caused by incompatibility with other software products (packages, drivers, etc.), arbitrary interpretation of the accompanying documentation, discrepancy between the results of using the Software Product and the expectations of the End User, etc.

6.5. The End User understands and agrees that by using the Software Product and accompanying documentation, they do so at their own discretion and bear full responsibility for any damage that may result, including incompatibility or conflicts between the Software Product and other computer programs used by the End User. In such a case, the Copyright Holder is not liable for damage to any systems or components of the End User.

6.6. The end user acknowledges that they have been informed by the Copyright Holder about compliance with the technical requirements necessary for the operation of the Software Product, information about which is posted on the official website of the Copyright Holder.

6.7. By acquiring the right to use the Software Product, the End User agrees that they understand the purpose of the Software

Product and its applicability to their tasks. The End User is familiar with the characteristics of the Software Product, the conditions and features of its operation, and its functioning.

6.8. The Copyright Holder shall not be held responsible for any illegal actions committed by the End User (as well as persons actually using the Software Product) in the process of the Software Product operation, and is not responsible for the goals and intentions of such persons when using the Software Product.

## **7. Liability, Disputes**

7.1. In the event of a violation by the End User of the terms of use of the Software Product, the Copyright Holder has the right to demand that the End User eliminate the violation when using the Software Product.

7.2. If the End User fails to comply with the requirement to eliminate violations when using the Software Product within the time period specified by such requirement, and also if such violation is of an irreversible nature, the copyright holder has the right to present the End User with a requirement to prohibit/terminate the use (without compensation to the End User for losses) of the Software Product and/or to pay appropriate compensation.

7.3. Any dispute arising out of or in connection with the Agreement, including questions regarding its existence, validity or termination, shall be finally settled by arbitration at SIAC (Singapore International Arbitration Centre) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) in effect at the time of filing of the Notice of Arbitration.

Arbitration parameters: seat of arbitration: Singapore; number of arbitrators: one; language of arbitration: English; applicable procedural law: Singapore law. The pre-trial dispute resolution procedure is mandatory and is deemed to have been complied with after 20 (twenty) business days from the date of receipt of the claim by the addressee.

The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to conflict of law provisions.

Nothing in this Agreement shall exclude or limit any rights that cannot be excluded under applicable law, including mandatory provisions of the law of the End User's location; all disclaimers and limitations shall apply to the maximum extent permitted by law.

7.4. The Licensor has the right, at its sole discretion, to unilaterally and extrajudicially amend the terms of the Agreement by posting a new version on the website at: <https://dq-solutions.com/database/>. Use of the Software Product after the publication of the new version constitutes the End User's consent to the changes.