

License Agreement
**for the executive system of the computer application program package
MasterDigitalTwin™**

WARNING! This license agreement (hereinafter referred to as the "Agreement") is a legally significant document, which is concluded between you - a legal entity or individual with the status of "MasterDigitalTwin™ end user", who legally acquired a license to use the MasterDigitalTwin™ application package (hereinafter referred to as MasterDigitalTwin™), and the owner of the exclusive right to MasterDigitalTwin™ (certificate of state registration of the computer program No. 2024618421) hereinafter referred to as the OWNER.

MasterDigitalTwin™ includes a program set of different functional completeness, recorded on electronic media or posted for download via the Internet, hardware security key (if it is included in the scope supply), printed materials and/or electronic documentation.

1. TERMS AND DEFINITIONS

- 1.1. MasterDigitalTwin™ is a program set of different functional completeness.
- 1.2. Owner - a person who owns exclusive rights to the Software.
- 1.3. End user - an individual or a legal entity that has acquired the MasterDigitalTwin™ license in a legal way.
- 1.4. USB hardware security key - a method of MasterDigitalTwin™ licensing that implies the use of a USB information security key, without which it is impossible to launch the program.
- 1.5. Software key - MasterDigitalTwin™ licensing method implies the use of encrypted file (not physical media) of information security, without which it is impossible to launch the program.
- 1.6. Software licensing server - a program, without which it is impossible to launch the MasterDigitalTwin™ program.
- 1.7. Hardware security - MasterDigitalTwin™ licensing method, which implies binding to the hardware part of the equipment (servers, programmable logic controllers, operator panels, data acquisition and transmission devices).
- 1.8. Decompilation - translation of compiled code into equivalent source code in a high-level programming language.
- 1.9. Disassembly - obtaining the source code of a program in assembler from the compiled machine code.

2. INTRODUCTORY PROVISIONS

- 2.1. By starting to use MasterDigitalTwin™, you, by means of an implicative action, enter into a legal relationship with the OWNER, as well as confirm your will for the occurrence of such legal relationship.
- 2.2. The legal relationship between you and the OWNER is governed, inter alia, by the provisions of Articles 1235-1238 of the Civil Code of the Russian Federation.
- 2.3. You, as an end user of MasterDigitalTwin™, are civilly liable for violation of the rights and legitimate interests of the OWNER committed by you while using MasterDigitalTwin™. In addition, by starting to use MasterDigitalTwin™, you confirm that you automatically, without any conditions, agree to the terms of this Agreement.
- 2.4. If you do not agree to the terms of this Agreement, you are obliged to stop using MasterDigitalTwin™. If you fail to do so, the OWNER shall have the right to compel you to do so by any and all remedies available under the laws of the Russian Federation.
- 2.5. The content of this Agreement may be changed by the OWNER at any time without prior notice to end users. By starting to use MasterDigitalTwin™, you confirm your obligation to fulfill the

provisions of this Agreement, including those that may be introduced in the future. The current version of the license agreement can be found at <https://iek-digital.ru/> on the Internet.

3. **LICENSE FOR MasterDigitalTwin™**

3.1. MasterDigitalTwin™ is the property of the OWNER and is protected by the laws of the Russian Federation and international copyright regulations, as well as other laws and treaties governing legal relations arising from intellectual property rights. MasterDigitalTwin™ is licensed, not sold.

4. **SCOPE OF LICENSE.** This Agreement grants you the following rights, which you agree to exercise in good faith:

4.1. **License Terms.** MasterDigitalTwin™ is provided to you on an "as is" basis. That is, by using MasterDigitalTwin™, you acknowledge that MasterDigitalTwin™ may contain errors, both program code and algorithmic errors. You knowingly assume all risk associated with the use or inability to use MasterDigitalTwin™.

4.2. Depending on the scope supply, MasterDigitalTwin may be licensed in the following ways:

4.2.1. Use of one license with a USB hardware security key on one personal computer in which the key is installed.

4.2.2. Use one Server license with USB hardware security key with a predetermined number of seat licenses.

4.2.3. Use of the OWNER's software license server via the Internet.

4.2.4. Use of the software license server on the user side.

4.2.5. Use a license with hardware security.

4.2.6. Use of a software license server with hardware security on the user's side.

4.3. **Use of MasterDigitalTwin in ways not specified in clause 4.2 of this Agreement is prohibited!**

4.4. **Storage and copying.** You are permitted to store copies of the media on which MasterDigitalTwin™ is delivered, on your computer's hard disk or network server, or any other media, solely for backup storage purposes in case the original media fails.

4.5. **Technical support.** Technical support for MasterDigitalTwin™ is provided by the company IEK DIGITAL LLC (hereinafter referred to as "IEK DIGITAL") authorized by the OWNER for this purpose. IEK DIGITAL provides technical support in accordance with the terms of the Limited Warranty described below only to those legal entities or individuals who have legally purchased MasterDigitalTwin™ or have entered into a separate technical support agreement with IEK DIGITAL.

4.6. **The commercial use of MasterDigitalTwin™ versions distributed by the OWNER on a gratuitous basis is unacceptable.**

4.7. **The OWNER retains all rights to MasterDigitalTwin™, including those transferred to you under this Agreement.**

5. **LIMITATIONS.** This Agreement imposes the following restrictions on you. You, in turn, by commencing use of MasterDigitalTwin™, agree to abide by them.

5.1. **Exclusive Rights.** MasterDigitalTwin™, including the included use cases, electronic and printed documentation, graphics and interface solutions, are subject to exclusive rights. Copying of printed materials accompanying MasterDigitalTwin™ is PROHIBITED.

5.2. **Change of Composition.** MasterDigitalTwin™ may be used only in the composition of modules and functions for which this license was purchased. Unauthorized changes to this composition are prohibited.

5.3. **Reverse engineering, decompilation and disassembly.** Reverse engineering, decompilation, and disassembly of MasterDigitalTwin™ is prohibited.

5.4. **Unbundling of MasterDigitalTwin™.** MasterDigitalTwin™ is licensed as a single product. Its constituent parts cannot be separated for use on multiple computers. The exception is the source code, about which MasterDigitalTwin™ explicitly states that it is intended for development of independent user software solutions.

- 5.5. **Rental.** It is not allowed to rent or temporary use MasterDigitalTwin™ or to alienate the rights and obligations of the end user of MasterDigitalTwin™ to third parties, except in cases where the OWNER has given prior written consent, as well as in cases of legal succession provided for by the legislation of the Russian Federation. In case of succession, the successor of the end user is obliged to notify the OWNER or its authorized representative about the succession before using MasterDigitalTwin™ and to join this Agreement.
- 5.6. **Removal of security.** It is prohibited to take any action that causes MasterDigitalTwin™ to launch in a manner inconsistent with the terms of the purchased license.
- 5.7. **Termination of Agreement.** This Agreement will automatically terminate if you violate at least one term of this Agreement. In such event, you must destroy all copies of MasterDigitalTwin™ and all constituent parts in your possession.

Limited Warranty
on the executive system of the computer application program package
MasterDigitalTwin™

1. By purchasing MasterDigitalTwin™ in a legal way, the end user gets the opportunity to upgrade the software within 1 year from the date of License purchase, and also gets the right to conclude an extended technical support agreement. Upgrading the License to the current version, which the user may purchase at a later date, automatically entitles the user to receive free upgrades for 1 year from the date of purchase of the upgrade.
2. **Limited Warranty.** IEK DIGITAL warrants that the media and USB hardware security key will be free from defects due to quality of material or workmanship for a period of one (1) year from the date of receipt by the end user of the MasterDigitalTwin™. However, as defined in the "License Terms" clause, MasterDigitalTwin™ is provided on an "as is" basis, including all software and algorithmic errors it may contain.
3. **IEK DIGITAL liability.** All risk associated with the use or inability to use the program, accompanying documentation and technical support is assumed by the MasterDigitalTwin™ End user. IEK DIGITAL financial liability is limited to the repair or replacement of the MasterDigitalTwin™ and any components of the MasterDigitalTwin™ that do not meet the requirements set forth in this limited warranty and returned to IEK DIGITAL along with copies of all MasterDigitalTwin™ purchase documents. This limited warranty is void if damage to the MasterDigitalTwin™ or its components is the result of improper handling, misuse or accident. The MasterDigitalTwin™ USB security key (including network media) is unique and non-replaceable, loss of the MasterDigitalTwin™ USB security key is a total loss of the product, and the End user must purchase a new copy of the MasterDigitalTwin™ for future use. Any MasterDigitalTwin™ components received as replacements under this limited warranty are warranted for any of the longer of the following: the period prior to the expiration of the original warranty period or thirty (30) days.
4. **Non-extension of material liability for consequential damages.** To the fullest extent permitted by applicable law, the Owner and its authorized representative IEK DIGITAL shall not be liable for any damages (including, without limitation, direct or indirect damages as a result of bodily injury, loss of business income, business interruption, loss of business information, or any other type of property damage), arising out of the use or inability to use this product, even if the Owner and its authorized representative IEK DIGITAL have been advised of the possibility of such damages.
5. **Failure to provide other warranties.** To the fullest extent permitted by applicable law, IEK DIGITAL denies any other express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, with respect to MasterDigitalTwin™, any of its components and the written materials attached thereto.
6. **Warranty Support.** MasterDigitalTwin™ users have the right to contact warranty support <https://support.iek-digital.ru/> in writing throughout the life of the product.
7. **Extended Technical Support.** Extended technical support including telephone consultations and/or consultations on the territory of IEK DIGITAL Company and/or shortened response time to e-mail inquiries can be provided under a separate contract.

MasterDigitalTwin™ key registration number _____

MasterDigitalTwin™ program composition