

License Agreement
for the Runtime System of the MasterSCADA 4D™ Application Software Package

WARNING! This License Agreement (hereinafter referred to as the 'Agreement') is a legally binding document concluded between you - a legal or an individual entity with the status of "end user of MasterSCADA 4D™" who has legally acquired a license to use the MasterSCADA 4D™ application software package (hereinafter 'MasterSCADA 4D'), and the holder of the exclusive right to MasterSCADA 4D™ (Certificate of State Registration of Computer Program No. 2020615823), hereinafter referred to as the RIGHTS HOLDER.

MasterSCADA 4D™ includes a set of programs of varying functional completeness, recorded on electronic media or made available for download via the Internet, a hardware protection key (if included in the delivery package), printed materials, and/or electronic documentation.

1. TERMS AND DEFINITIONS

1.1. MasterSCADA 4D™ - a set of programs of varying functionality.

1.2. Rights Holder – the person holding the exclusive rights to the Software.

1.3. End User – an individual or legal entity that has legally acquired a MasterSCADA 4D™ license.

1.4. USB Hardware Protection Key – a licensing method for MasterSCADA 4D™ involving the use of a USB information protection key without which the program cannot be launched.

1.5. Software Key - a licensing method for MasterSCADA 4D™ involving the use of an encrypted file (not a physical medium) for information protection, without which the program cannot be launched.

1.6. Software Licensing Server – a program without which the MasterSCADA 4D™ program cannot be launched.

1.7. Hardware Protection – a licensing method for MasterSCADA 4D™ involving binding to the hardware (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 text of a program in assembly language from compiled machine code.

1.10. Artificial Intelligence (AI) — a software complex used by the Rights Holder to automate user request processing.

1.11. Answer Verification System — a mechanism for controlling the quality of information provided by AI.

2. INTRODUCTORY PROVISIONS

2.1. By starting to use MasterSCADA 4D™, you, through a conclusive action, enter into a legal relationship with the RIGHTS HOLDER and also confirm your will for such legal relations to arise.

2.2. The legal relations between you and the RIGHTS HOLDER are governed, among other things, by the norms of Articles 1235-1238 of the Civil Code of the Russian Federation.

2.3. You, as the end user of MasterSCADA 4D™, bear civil liability for violating the rights and legitimate interests of the RIGHTS HOLDER committed by you while using MasterSCADA 4D™. Furthermore, by starting to use MasterSCADA 4D™, you confirm that you unconditionally agree to the terms of this Agreement.

2.4. If you do not agree with the terms of this Agreement, you must stop using MasterSCADA 4D™. If you fail to comply with this requirement, the RIGHTS HOLDER has the right to compel you to do so using any and all means of protection of rights provided by the legislation of the Russian Federation.

2.5. The content of this Agreement may be changed by the RIGHTS HOLDER at any time without prior notice to end users. By starting to use MasterSCADA 4D™, you confirm your obligation to comply with the provisions of this Agreement, including those that may be introduced into it in the future. You can familiarize yourself with the current version of the license agreement on the website <https://iek-digital.com/> on the Internet.

2.6. This Agreement regulates the procedure for user interaction with the AI assistant, including the processing and protection of personal data.

3. LICENSE FOR MasterSCADA 4D™

3.1. MasterSCADA 4D™ is the property of the RIGHTS HOLDER and is protected by the laws of the Russian Federation and international copyright regulations, as well as other laws and agreements governing legal relations arising from intellectual property rights. MasterSCADA 4D™ is licensed, not sold.

4. SCOPE OF LICENSE. This Agreement grants you the following rights, which you undertake to use in good faith:

4.1. Licensing Terms. MasterSCADA 4D™ is provided to you on an "as is" basis. That is, by using MasterSCADA 4D™, you acknowledge that MasterSCADA 4D™ may contain errors, both in program code and algorithmically. You consciously assume all risks associated with the use or inability to use

MasterSCADA 4D™.

4.2. Depending on the delivery package, MasterSCADA 4D™ may be licensed in the following ways:

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

4.2.2. Use of a single Server license with a USB hardware protection key with a predetermined number of workstation licenses.

4.2.3. Use of the RIGHTS HOLDER's software licensing server via the Internet.

4.2.4. Use of a software licensing server on the user's side.

4.2.5. Use of a license with hardware protection.

4.2.6. Use of a software licensing server with hardware protection on the user's side.

4.2.7. Under this Agreement, you are granted non-exclusive rights to use the MasterSCADA 4D™ software, namely the rights to download, install, back up, and use the software for its functional purpose in accordance with the terms of this Agreement and the Contract concluded between you and your licensor, unless otherwise provided by the License Configuration.

4.3. Use of MasterSCADA 4D™ by means 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 MasterSCADA 4D™ is supplied on the hard disk of a computer or network server, as well as on any other media, solely for backup storage purposes in case the original media fails.

4.5. Technical Support. Technical support for MasterSCADA 4D™ is provided by the RIGHTS HOLDER. The Rights Holder provides technical support in accordance with the terms of the Limited Warranty described below only to those legal or individuals entities who have legally acquired MasterSCADA 4D™ or who have entered into a separate technical support agreement with the Rights Holder.

4.6. Commercial use of MasterSCADA 4D™ versions distributed by the RIGHTS HOLDER on a free-of-charge basis is not permitted.

4.7. The RIGHTS HOLDER retains all rights to MasterSCADA 4D™, including those transferred to you under this Agreement.

4.8. Use of the AI Assistant:

4.8.1. Interaction with the AI is part of the service and is enabled by default.

4.8.2. If necessary, complex requests may be manually forwarded to an operator.

4.8.3. The Rights Holder has the right to carry out scheduled and unscheduled preventive maintenance, technical servicing, updates, and modernization of AI components without any prior notice to the End User. Access to AI-related functions may be temporarily restricted or suspended during such work.

5. RESTRICTIONS. This Agreement imposes the following restrictions on you. You, in turn, by starting to use MasterSCADA 4D™, undertake to comply with them.

5.1. Exclusive Rights. MasterSCADA 4D™, including the usage examples included in it, electronic and printed documentation, graphic and interface solutions, are objects of exclusive rights. Copying the printed materials accompanying MasterSCADA 4D™ is PROHIBITED.

5.2. Modification of Composition. Use of MasterSCADA 4D™ is permitted only in the composition of modules and functions for which this license was acquired. Unauthorized modification of this composition is prohibited.

5.3. Reverse Engineering, Decompilation, and Disassembly. Reverse engineering, decompilation, and disassembly of MasterSCADA 4D™ are prohibited.

5.4. Separation of MasterSCADA 4D™. MasterSCADA 4D™ is licensed as a single product. Its component parts cannot be separated for use on multiple computers. An exception is made for source codes that are explicitly stated in MasterSCADA 4D™ to be intended for the development of independent user software solutions.

5.5. Rental. Renting or temporarily lending MasterSCADA 4D™ is not permitted, nor is the alienation of the rights and obligations of the end user of MasterSCADA 4D™ to third parties, except in cases where the RIGHTS HOLDER has given prior written consent, or in cases of legal succession provided for by the legislation of the Russian Federation. In the event of legal succession, the successor of the end user is obliged to notify the RIGHTS HOLDER or an authorized representative of the succession before starting to use MasterSCADA 4D™, and also to accede to this Agreement.

5.6. Removal of Protection. Undertaking any actions that result in the possibility of running MasterSCADA 4D™ in a manner inconsistent with the terms of the acquired license is prohibited.

5.7. Termination of Agreement. This Agreement automatically terminates if you violate at least one condition of this Agreement. In such a case, you must destroy all copies of MasterSCADA 4D™ and all its component parts in your possession.

5.8. Requirements for Working with AI:

5.9. AI responses are subject to mandatory verification by the Rights Holder.

5.10. Users are obliged to take into account that AI responses require additional verification.

5.11. If incorrect responses are detected, it is necessary to:

- Create a request of the "complaint" type
- Specify the specific problems with the AI's operation
- Provide the request details

5.12. The entire AI infrastructure is located within the territory of the Russian Federation.

5.13. The End User is prohibited from using the functionality provided by AI in ways that:

- violate the legislation of the Russian Federation;
- create excessive load on the Rights Holder's infrastructure that negatively affects the operation of MasterSCADA 4D™ for other users;
- are aimed at circumventing protection systems, decompilation, disassembly, or other reverse engineering of AI algorithms;
- are used to generate malicious code, disinformation, or content that violates the rights of third parties.

5.14. If a fact of abuse specified in clause 5.13 is detected, the Rights Holder has the right, unilaterally, without prior notice and without compensation for any losses to the End User, to fully or partially restrict (revoke) the End User's access to Artificial Intelligence functions, and also to suspend the license in accordance with clause 5.7 of this Agreement.

6. PERSONAL DATA PROTECTION

6.1. AI Data Processing:

6.1.1. All personal data is processed using anonymization methods.

6.1.2. The protection of users' personal data is guaranteed in accordance with the current legislation of the Russian Federation.

6.1.3. Personal data is processed in strict compliance with the Federal Law "On Personal Data" – Federal Law of the Russian Federation No. 152-FZ of July 27, 2006 "On Personal Data" and the personal data privacy policy of IEK DIGITAL, posted at <https://iek-digital.com/privacy-policy/>

6.1.4. The Rights Holder reserves the right to unilaterally change this Privacy Policy at any time. The current version of the Policy is always posted on the website. We recommend that Users periodically check this page to review possible changes.

7. LIABILITY OF THE PARTIES

7.1. Quality Guarantees:

7.1.1. The Rights Holder undertakes to:

- Regularly update the answer verification system
- Control the quality of services provided

7.2. The End User undertakes to:

- Comply with the rules for interacting with the AI
- Inform about identified errors
- Use the service in accordance with this Agreement

8. FINAL PROVISIONS

8.1. All changes in the operation of the AI assistant are made by the Rights Holder in compliance with the requirements of the legislation of the Russian Federation and this Agreement.

Limited Warranty

for the Runtime System of the MasterSCADA 4D™ Application Software Package

1. By legally acquiring MasterSCADA 4D™, the end user gains the ability to update the software for 1 year from the date of License acquisition, and also receives the right to enter into an extended technical support agreement. Updating the License to the current version, which the user may subsequently purchase, automatically grants the user the right to receive updates for 1 year from the date of purchasing the update.

2. Limited Warranty. The Rights Holder warrants that the media and the USB hardware protection key will be free from defects in material or workmanship for 1 (one) year from the date the end user receives MasterSCADA 4D™. However, as defined in the "Licensing Terms" clause, MasterSCADA 4D™ is provided on an "as is" basis, including all software and algorithmic errors it may contain.

3. Liability of the Rights Holder. The End User of MasterSCADA 4D™ assumes all risks associated with the use or inability to use the program, accompanying documentation, and technical support... The MasterSCADA 4D™ protection USB key (including network keys) is unique and cannot be restored; loss of the MasterSCADA 4D™ USB key is equivalent to the complete loss of the product; for subsequent use, the End User must purchase a new copy of MasterSCADA 4D™.

4. Non-Application of Material Liability for Indirect Damages. To the maximum extent permitted by applicable law, the Rights Holder shall not be materially liable for any damages (including, but not limited to, direct or indirect damages resulting from bodily injury, loss of business income, forced business

interruptions, loss of business information, or any other type of property damage) arising from the use or inability to use this product, even if the Rights Holder has been advised of the possibility of such damages.

5.No Other Warranties. To the maximum extent permitted by applicable law, the Rights Holder disclaims any other direct or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, with respect to MasterSCADA 4D™, any of its components, and the accompanying written materials.

6.Warranty Support. Users of MasterSCADA 4D™ have the right to submit written requests to the warranty support service at <https://support.iek-digital.ru/> throughout the entire service life of the product.

7.Extended Technical Support. Extended technical support, including telephone consultations and/or on-site consultations at the Rights Holder's premises, or reduced email response times, may be provided under a separate agreement.