

# LICENSE AGREEMENT

## to use the software «ZENLIX»

Kyiv, Ukraine

“\_\_” \_\_\_\_\_ 2019 г.

This License Agreement contains the terms of the provision of Snisar Yaroslav Anatolyevich (hereinafter - the head of the development team "ZENLIX", "Licensor"), represented by Snisar Y.A., a non-exclusive license for software, the exclusive rights to which belong to "ZENLIX", addressed to the person (hereinafter - the "Licensee"), in on the other hand, collectively referred to as the "Parties", and individually - the "Party".

This document is not a contract of adherence. The terms of this document may be modified by agreement of the Parties. "ZENLIX" has the right to refuse to enter into a license agreement on the conditions of this document without justifying the reasons for such refusal.

The conclusion of this License Agreement is usually carried out upon the purchase (full payment) of the software cost, owned by the project "ZENLIX", by the accomplishment by the Licensee of a set of actual actions to take the terms of the license agreement and the exchange of electronic messages, namely, the submission of an offer by one Party and acceptance by the other Party automatically. Email exchange using login and password in the personal account of the person wishing to enter into this License Agreement, the Parties equate to the exchange documents certified by the signature of a handwritten signature. This License Agreement may be concluded in writing on the basis of an additional request of the Licensee.

### 1. BASIC TERMS AND DEFINITIONS

1.1. "Licensor" is the "ZENLIX" development group, which is the developer and holder of the exclusive right to Software products and authorized to transfer the rights of use and distribution (in the manner and extent, installed below) Software products under this License Agreement.

1.2. "Licensee" - a person acting in accordance with the laws of the state of his location and Eligible to enter into legal relations with the Licensor under this License Agreement, which the Licensor the right to use the Software products on the terms of a simple (non-exclusive) license in the limits provided for in this License Agreement, including the right to sublicense (that is, provide the right to use the Software to a third party) Software products subject to the conditions provided for this License Agreement.

1.3. "License Agreement" - this License Agreement with all appendices (supplements) to it.

1.4. "Software product" is a computer program (a set of computer programs), the exclusive rights to which (which) belong to the Licensor. Software products are posted on the ZENLIX project website. The list of Software products for which a non-exclusive license can be granted under this The license agreement, their description, including the price and the period for which the license is granted, are given in Appendix No. 1 to this License Agreement. The list of software products for informational purposes also available on the ZENLIX project website.

1.5. "Activation keys" - an element of the system of technical copyright protection tools used by the ZENLIX project to protect Software products from misuse, as well as to provide on conditions non-exclusive license of the right to use the Software products within the limits and on the conditions provided for this License Agreement.

1.6. "ZENLIX project website — a collection of web pages hosted in the information and telecommunications Internet and united by a single address space domain zenlix.com and subdomains of the following levels.

1.7. "Order of Software Products" - the Licensee performs a set of actual actions to accept the conditions license agreement and the exchange of electronic messages, namely, the submission of an offer by one Party and its acceptance by the other Party. Such an offer must contain the conditions for the acquisition of a license for the software product, and her acceptance to express the Licensee's proper will to conclude a transaction on the specified conditions.

Order Software products should include the following information:

- about the Software Product selected by the Licensee and the period of its use (the period for which the Licensee will licensed software product);
- about the name / brand name of the Licensee;
- Licensee's email address;
- as well as other contact details and information about yourself, if they were requested by the Licensor, and the Licensee considered it possible to provide them.

1.8. "Technical Support" - advising the Licensee on installation, configuration and use Software product.

1.9. "Appeal" is a question that has arisen, as a result of which the Licensee turned to the Licensor for technical support.

1.10. "Software Distribution Right" ("Sublicensing Right") - distribution of the Software product licensee through the conclusion of sublicense agreements.

1.11. "Support Package" (Appeals) - a certain number of Appeals for advice to the Licensor, which The licensee may purchase in accordance with the conditions given in Appendix No. 3.

1.12. "Software Update" - improvements of the current version of the Software developed by the Licensor. product, its uninterrupted work, elimination of deficiencies and modernization of the current version of the Software product.

## 2. SUBJECT OF CONTRACT

2.1. Under this License Agreement, the Licensor, under a non-exclusive license, provides the right use the Software Product (s) to the Licensee for the fee specified in Schedule 1, in limits and conditions stipulated by this License Agreement.

2.2. The list of Software products for which a non-exclusive license may be granted to the Licensee by this License Agreement is given in Appendix No. 1 to this License Agreement. After the Licensee has entered into this License Agreement, if the Licensor develops a new Software product, the acquisition of such software product is carried out by entering into additional agreements to this License Agreement, if it is not necessary to purchase such Software product the conclusion of a separate license agreement. In all cases, the question of the need to conclude such a separate license agreement is decided by the Licensor.

2.3. All actions of the Parties, namely: ordering the Software products, technical support of the Licensee and others directly connected with them are performed via the ZENLIX Internet site or electronic mail.

2.4. Under this License Agreement, Licensee is the holder of the rights to use and / or distribute to basis of the non-exclusive license within the limits provided for in this License Agreement for the Software products (sublicensing rights).

2.5. The licensee is entitled to use and / or distribute the Software products throughout the world. The validity period of a non-exclusive license for a specific Software product starts from the moment of activation Licenses and is valid until the expiration of the non-exclusive license in accordance with the Annex No. 1 to this License Agreement.

2.6. The activation key (login and password) for the Software Product may be activated by the Licensee immediately after payment for the software product on the git-repository of the project "ZENLIX".

2.7. Payment for the license for the Software Product is carried out on the basis of the invoice issued by the Licensor. Prices Software products are installed in the currency specified in Appendix No. 1 to this License. contract. Payment is made in USD at the rate of NBU on the day of the invoice, except as indicated below. For legal entities (individuals), non-Ukrainian organizations, with a fixed place stay outside of Ukraine (individuals who are not residents of Ukraine for monetary purposes regulation), payment is allowed in foreign currency in accordance with the rules established by the legislation of Ukraine on currency regulation and currency control, as well as the requirements of the bank, in which open currency account with the Licensor.

2.8. All electronic documents, notices and expressions of will, executed or carried out remotely by the Licensor's ZENLIX project website or by e-mail and communication channels, recognized by the Parties duly executed in writing, unless otherwise specified by this License Agreement.

2.9. Licensor in order to protect the rights to the results of intellectual activity, to obtain statistical data, performance of its obligations to the Licensee, as well as to ensure the safety and proper operation Software products have the right to use technical means and methods for protecting the results of intellectual activities ("technical means of copyright protection"), information.

2.11. Software license is indivisible.

2.12. The license for the software product also applies to updates, additions, additional components which may be granted or access to which may be granted by the Licensor, if the right to use such updates, additions, additional components are not transferred on the basis of independent agreements (for example, for Updates available for a fee).

2.13. The software product may include third-party free software covered by separate license.

2.14 The software product is allowed to be used within one entity (business or organizational) activities. Use outside is allowed only with the written permission of the head ZENLIX project development teams.

## 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Licensee is entitled to use the Software in the following ways:

3.1.1. by reproducing the Software Product by recording a copy of the Software Product in the computer memory;

3.1.2. by bringing the Software Product to the public in such a way that any or certain The licensee could have access to the person through the information and telecommunications network, including The Internet; at the same time, communication to the public can be carried out exclusively in such ways, with which third parties (Clients) are given access only to the visual products generated by the Software mappings and (or) the possibility of interactive interaction with the functional part Software product;

3.1.3. use the Software products strictly in accordance with their intended purpose; use of software products for purposes not provided for by their functionality, and also not in accordance with their technical description and recommendations of the Licensor (which may be set out, including in the documentation and accompanying materials) recognized as a material violation of this License Agreement

3.2. The right to use the Software is granted to the Licensee with the following restrictions:

3.2.1. Licensee may not modify the Software, i.e. make any changes to it for exception:

- changes to the settings of the Software Product or other similar changes made by using described in the documentation (Accompanying materials) user interface capabilities Software product;
- adaptations, i.e. changes, regardless of how they are implemented, which are made exclusively in the purpose of the operation of the Software product on the licensee's specific hardware or under management of specific programs of the Licensee;
- installation of software updates released by the ZENLIX project.

3.2.2. At any use of the Software Product, Licensee is prohibited from performing any actions, the result of which is the change or deletion of visual images generated by the Software product trademark, service mark, commercial designation or copyright protection mark (unless otherwise agreed with the Licensor). It is also prohibited to carry out any actions that resulted in significant it is difficult to recognize the visual images specified in this clause, in particular, their darkening or change their original size; Modification of the visual representations indicated in this clause is permissible only by means proposed directly by the interface of the software product.

3.2.3. Licensee is prohibited from:

- process, decompile, disassemble, modify Software products more than 50% PHP code;
  - change the structure of the Software products and / or their databases, the contents of them information (except for cases when such actions are provided for by the functionality of the Software and / or technical documentation for software products);
  - perform any actions aimed at restoring the source code (source code) of the Software product;
  - remove any marks and / or information, including marks of protection of intellectual rights, means individualization, technical means of copyright protection, except as agreed By the parties;
  - block the work of technical means of copyright protection;
  - modify or create any derivative products based on the Software product or any of its element (including the audiovisual series and source code), except when the Licensee creates independently compiled program modules (plug-ins), the creation of which is provided for functionality of the software product;
  - divide the software product into components;
  - uncover technology, disassemble or otherwise attempt to extract the source code of the Software product, make any changes to the source code, change the functionality of the software product;
  - otherwise use the Software products for other purposes.
- The above items are allowed with the written permission of the project development team leader. ZENLIX.

3.3. Licensee hereby confirms that all exclusive rights to the Software Products belong to Licensor, and recognizes the duty not to violate such rights, as well as the intellectual rights of third parties use of software products.

3.4. Licensee may independently provide technical support and technical support for the Software. products.

3.5. The Licensee may not, without the written consent of the Licensor, assign or otherwise transfer its rights and obligations under this License Agreement.

3.6. For the proper use of software products on the basis of a non-exclusive license is recommended comply with the minimum technical requirements specified by the Licensor with respect to each specific Software product.

3.7. The licensor has the right to use technical means of copyright protection for the purposes of remote monitoring. the work of the Software products without notifying the Licensee. Such monitoring can be carried out for the following objectives (including but not limited to): collecting statistical information on the operation of the Software products, monitoring the legality of the use of software products, the search for possible vulnerabilities Software products. At the same time, the Parties proceed from the assumption that the Licensor, in the framework of the monitoring referred to in this paragraph, does not collect personal data of individuals - the Licensee's employees

#### **4. ORDER OF SOFTWARE PRODUCTS**

4.1. Order of the Software Products is carried out by the Licensee on the Internet site of the project "ZENLIX" or through email All expressions of will of the Licensee, made in the interface of the Internet site of the project "ZENLIX", are recognized by the Parties as appropriate and cannot be disputed by the Licensee. Specific software titles for which the rights under this The license agreement, the amount of rights transferred, the amount of remuneration and the timing of the transfer of such rights, as well as the names of the Support Packages are specified in the Order (Appendix 1 to the Contract). Order agreed by the Parties is the basis for the issuing of an invoice by the Licensor. For the avoidance of doubt, the Parties acknowledge that Licensee is entitled to purchase Support Packages separately from a specific Software product.

4.2. Based on the information specified by the Licensee when ordering Software Products, the Licensor registers in its Licensee's information system and provides access to the git repository for download.

4.3. The licensee may be entitled to receive discounts on an individual basis.

4.4. Software products are provided with related materials in writing or in another form. representing the description of the Software products, instructions for their installation, configuration and use, etc. Access to Related Materials is generally provided through the user interface of the Software product, however Related Materials are separate intellectual property exclusive rights to which belong to the Licensor. Licensee may not use the Related Materials for any purpose or by any means other than its purpose and methods required for the execution of this License Agreement.

4.5. Licensor Licensee is granted the right to use Related Materials during the term. use of the corresponding Software product, and also to carry out their reproduction (copying) for those same goals.

#### **5. TECHNICAL SUPPORT OF LICENSEE**

5.1. The licensee is given the opportunity to receive technical support by the specialists of the ZENLIX project on Any questions related to the use of the Software Products (Handling), in particular regarding installation, customization and use of software products. Detailed Regulations of technical support posted on ZENLIX project web site.

5.2. The advice provided to the Licensee does not include diagnostics of server malfunctions, but which installed Software products, as well as solving other problems arising from the Licensees. The licensor has the right to unilaterally have the right to divide one

directional appeal into several different provided that the request of the Licensee affects various specifics of the Software Product. When splitting the Appeal, the Licensor shall notify the Licensee accordingly.

5.3. When providing technical support to the Licensee, the "ZENLIX" project "(represented by the project staff) has the right to refuse advice on appeals in the following cases:

- Appeal is not the responsibility of the Licensor;
- the response to the Appeal has already been provided;
- number of Appeals exhausted;
- as well as for any other reasons recognized by the ZENLIX project as valid.

Recognizing the legal right of the Licensee to implement the adaptation of the Software product, the Licensor reserves the right to refuse to fulfill their obligations in terms of technical support of the Software Product without compensation of possible damages, if as a result of the Licensee's adaptation the object code is changed Software product; after restoring the original state of the Software Product by the Licensee the Licensor does not has the right to refuse to fulfill its obligations regarding the technical support of the Software Product the reason specified in this paragraph

## 6. UPDATING SOFTWARE PRODUCTS

6.1. Licensor may periodically release updates of Software products, the installation of which allows eliminate detected errors in the operation of the Software products, expand their functionality, etc.

6.2. Software updates are downloaded and installed automatically (unless otherwise installed). this License Agreement), provided that the server on which the Software Product is installed is connected to information and telecommunications network on the Internet and has a valid License (non-exclusive License, term whose actions have not expired at the time of updating the Software Product). Downloading and installation of software updates is carried out only with the consent of the Licensee.

6.3. All updates of the Software Product are available for download during the entire period of use of the Software. the product selected when ordering, unless a different period is determined by the Licensor at its own discretion

## 7. PRIVACY STATEMENT

7.1. The Parties hereby agree that any confidential information that has become known in the process implementation of this License Agreement shall not be disclosed to any third party, except cases provided by law or by agreement of the Parties.

7.2. The term "confidential information" means information classified as confidential (or information that constituting a commercial secret or intellectual property) in accordance with the legislation of Ukraine (personal information, secret telephone conversations, etc.), as well as any information or part of it, referred The transmitting party to the confidential, and labeled "confidential" or similar, or otherwise way (for example - in the contract) designated as confidential.

7.3. Disclosure of confidential information to a public authority is not considered a violation of this License agreement in cases when such a public authority is authorized, in accordance with the current legislation to require the disclosure of confidential information. The fact of the transfer of information to the authority State authority Party undertakes to notify the other Party in advance.

7.4. Confidential information remains the property of the Party to which it belongs.

7.5. The information cannot be considered confidential if the Party can prove any of the following provisions:

- This information is or has become generally available, but not as a result of unauthorized disclosure. the host Party;
- the information was known to the receiving Party at the time of disclosure that the receiving Party may confirm with appropriate evidence;
- The party transmitting information in writing has agreed that the other receiving Party may, without limitation, disclose information to a third party.

7.6. Each Party hereby confirms that unauthorized disclosure or use is confidential. information of the other Party may cause damage to the other Party.

7.7. The Parties undertake not to disclose any known confidential information and / or information of the Parties 'commercial secrets, both during the term of this License Agreement and in 3 (Three) years from the date of expiration of this License Agreement.

## 8. RESPONSIBILITY OF THE PARTIES

8.1. For non-fulfillment or improper fulfillment of obligations under this License Agreement, the Parties shall responsibility in accordance with the legislation of Ukraine and the terms of this License Agreement.

8.2. Parties are exempt from liability for full or partial failure to perform obligations under this License agreement, if proper performance was impossible due to force majeure, that is, extraordinary and unavoidable under these conditions, circumstances that arose after the conclusion of this License Agreement.

Such circumstances include: fires caused by natural events, natural disasters, military actions, including civil war, state of emergency, acts of terror, riots, strikes (excluding strikes by employees of the Parties), changes in applicable legislation and other after the conclusion of this License Agreement, circumstances that the Party could neither foresee nor to prevent by reasonable measures if such circumstances prevent the proper execution by the Parties of their commitments. The fact of occurrence of such circumstances and

their duration must be confirmed by a document issued by The Chamber of Commerce and Industry of the country of which the Party is a resident, or other competent authority. Such documentary evidence is not required if these circumstances are in fact and are recognized by both Parties as well known. A party may not invoke force majeure circumstances as grounds for exemption from liability, if these circumstances occurred after the due date of performance of the relevant obligations under this License agreement (at the time of delay in the performance of the Party of its obligations). The party whose fulfillment of obligations is hindered by the above circumstances is obliged in writing notify the other Party of the occurrence and termination of such circumstances within 3 (three) days from the date of their occurrence and, accordingly, their termination. Otherwise, the Party invoking an irresistible force, is exempt from liability for failure to fulfill its obligations under this License Agreement only from the date of notification of the occurrence of such circumstances until the date of their actual termination. In case the force majeure circumstances are valid for more than 6 (six) months, each Party shall have the right to terminate this License Agreement.

8.3. Under no circumstances is the licensor responsible for loss of profits, direct or indirect losses incurred by the Licensee when working with the Software, as well as for losses associated with revocation of license rights (termination of this License Agreement) for software products. Licensee concludes this License Agreement, guided by the principle "as is". The Licensee fully assumes the risk of the consequences of the use of the Software Products, incl. their interaction with other software installed on Licensee's computer (server) and agrees due to the fact that the result of using the Software Products may not meet the Licensee's expectations.

8.4. Under no circumstances is the Licensor liable for any damage or loss (including but not limiting, lost profits, losses caused by the loss of confidential or other information) arising from connection with the use or inability to use the Software products, including in case of failure of work The software product, even if the Licensee has sent a notice of the likelihood of such damage and / or damages. The licensor shall not be liable to any persons for any unlawful actions of third parties, temporary technical failures and interruptions in the operation of the Software products caused by malfunctions of communication lines, other similar failures, as well as due to malfunctions of the equipment with which the Software products are used.

8.5. Each Party shall fulfill its duties properly in accordance with this License agreement and applicable national and international law, as well as provide other Side all possible assistance in the performance of its duties.

8.6. In the case of claims to the Licensee for copyright on software products and other claims third parties caused by the Licensor's violation of this License Agreement, the Licensor undertakes to accept reasonable measures to resolve the conflict.

8.7. Licensee is solely responsible to all third parties, including sublicensees, for any their actions or inaction.

8.8. The Licensor is not liable for losses incurred by the Licensee (the Licensee's Client), resulting, inter alia, from the impossibility of using the Software products.

8.9. The licensor reserves the right to terminate this License Agreement unilaterally at any significant violation of this License Agreement by the Licensee.

## 9. SETTLEMENT OF DISPUTES

9.1. Disputes and disagreements arising between the Parties under this License Agreement shall be resolved by negotiations between the Parties. In case of failure to resolve differences through negotiations, the dispute between Parties to be considered by the International Commercial Arbitration Court (Ukraine, Kiev) on the basis of current legislation of Ukraine.

## 10. CORRESPONDENCE BETWEEN THE PARTIES

10.1. The correspondence between the Parties regarding the execution of this License Agreement is carried out from using the contact information provided by each of the Parties and indicated in the section "Addresses, contact details data and details of the Parties" of this License Agreement.

10.2. For the exchange of electronic messages, the Parties use the section "Support Center" or "Contacts" of the Internet site of the project "ZENLIX".

## 11. TERM OF CONTRACT

11.1. This License Agreement comes into force from the moment of its conclusion and is valid throughout time of use of the software product either until its termination by agreement of the Parties or in unilaterally. The moment of conclusion of this License Agreement is the moment of exchange. electronic messages between the Parties on the conclusion of this License Agreement. At the same time, the Parties acknowledge and agree that the term of a non-exclusive license for the Software Products are determined in accordance with Appendix No. 1 to this License Agreement. In case if after the expiration of this License Agreement, none of the Parties declares its intention to terminate it 90 days before the expiration date, it is automatically renewed for the same period and for the same conditions.

11.2. This License Agreement may be terminated by agreement of the Parties, as well as unilaterally by sending a written notice of termination of the Contract by an authorized representative of the Party terminating The contract, not less than one month prior to the termination date indicated in the notice.

11.3. In the event of termination of this license agreement at the initiative of the Licensor, including in connection with by the Licensee's substantial violations of this License Agreement, the Licensee shall not require the return of what was fulfilled by him until the moment of termination of the contract.

## 12. FINAL PROVISIONS

12.1. The licensor may at any time during the term unilaterally change the terms of this License Agreement. Ten (10) days prior to the entry into force of the relevant changes, the Licensor shall send Licensee supplementary agreement to change the terms of this License Agreement. After 10 (ten) days from the moment the changes are submitted by the Licensor, they are considered accepted by the Licensee in full, even in the event that the Licensee has refrained from responding. Further the Parties shall be governed by the Agreement and corresponding supplementary agreement. If the Licensee refuses to accept the corresponding changes, he is entitled to terminate this License. contract unilaterally.

12.2. Issues not regulated by this License Agreement are resolved in accordance with the law. Of Ukraine.

12.3. This License Agreement is made in 2 (two) copies in Russian, having the same validity - one for each of the Parties.

12.4. The parties are obliged to inform each other about changes in their location, banking and other details, which may affect the fulfillment by the Parties of their obligations arising from this License Agreement in the manner specified in Section 10 of this License Agreement.

12.5. If one or more provisions of this License Agreement will be recognized invalid, these provisions will not affect the validity of other, valid provisions of this License Agreement, which will continue for the relations of the Parties arising from this License Agreement.

## 13. ADDRESSES, CONTACT DETAILS AND BANKING DETAILS OF THE PARTIES

**Project «ZENLIX» (licensor)**

**Client (licensee)**

Ukraine, Kiev  
<https://zenlix.com/>  
[info@zenlix.com](mailto:info@zenlix.com)

### Appendix № 1 to the license

#### LIST OF SOFTWARE PRODUCTS, PRICES

Item	Price
ZENLIX v3.5	\$ 480 USD
Support plan 1 month (20 requests)	\$ 90 USD