

## DEXMA PC Program Licensing Offer Agreement (single-user mode)

This Licensing Agreement (hereinafter referred to as the Agreement) is an offer and governs the relations between DEXMA Labs LLC, hereinafter referred to as the Rightholder, and the User.

### 1. MAIN DEFINITIONS

1.1. The terms and expressions used in this Agreement have the following meanings unless otherwise specified further in the text:

**Program** – a result of intellectual activity, PC program “**DEXMA Design and Manufacturing Management System**” (**DEXMA**)”, exclusive rights therefor belong to the Rightholder. The DEXMA computer program is designed to improve internal efficiency of small and mid-size machine and tool industry enterprises as well as to foster interaction between enterprises and engineers via the web portal <http://dexma-plm.com>

The Program specification is indicated on the web-site of the Rightholder at: <http://dexma-plm.com>

**Rightholder** - DEXMA Labs Limited Liability Company, Russia 199155, Saint Petersburg, ulitsa Odoyevskogo 5, liter A.

**User** – a legal entity or a natural person concluded this Agreement with the Rightholder for its own benefit according to the current law and this Agreement.

**Program Change** – any change to the Program source code in the whole and its parts, translation into some other language, adding or deleting files included in the Program.

**Derived Program** – Program or any part of it changed by the User (by his efforts) or created by the User (by his efforts) on the basis of the Program/any part of the Program (its source code). Derived Program means any User's Program that includes any (changed or unchanged) part of the Program (its source code).

**Program Distribution** – transportation, transmission, provision of the Program or its part and/or related rights to any third parties.

**Multi-user mode** – an operating mode of the Program when several Users can work with the program at the same time.

**Single-user mode** – an operating mode of the Program when simultaneously only one User can work with the Program on a single computer.

### 2. SCOPE OF AGREEMENT

2.1. The scope of this Agreement is transfer by the Rightholder non-exclusive rights in use of the Program under the terms of ordinary (non-exclusive) license.

### 3. EXCLUSIVE RIGHT IN THE PROGRAM

3.1. Exclusive right in the Program belongs to the Rightholder.

3.2. Use of the Program is not allowed but strictly as per conditions of this Agreement.

3.3. If the User does not accept conditions of this Agreement in full, the User has no right to use the Program for any purpose. Use of the Program in violation (non-fulfillment) of any contractual term is forbidden.

3.4. Rights and ways of the Program use unless expressly granted/allowed to the User under this Agreement are deemed to be not granted/forbidden by the Rightholder.

3.5. The Rightholder grants the right to use the Program under the terms of ordinary (non-exclusive) non-assignable license in the ways specified in this Agreement.

3.6. Rights to use the Program specified in this Article shall be transferred by the Rightholder to the User to use the Program within the following terms:

- it has validity period of the Rightholder's exclusive right.
- it is free of charge.
- available only in Single-user mode

3.7. To obtain the right to use the Program in Multi-user mode the User has to pay remuneration to the Rightholder. The relations between the Rightholder and the User for Multi-user Mode is governed by DEXMA PC Program Licensing Offer Agreement (multi-user mode).

#### **4. ACQUISITION OF THE RIGHT TO USE THE PROGRAMS**

4.1. To obtain the right to use the Program under this Agreement, the User shall perform the following:

- familiarize oneself with terms of this Agreement on the web-site of the Rightholder and accept them;
- download the Program from the web-site of the Rightholder;
- install the Program on computer (server) using documentation attached to the Program.

Having passed all the stages above the User has the opportunity to use the Program in accordance with this Licensing Agreement.

#### **5. RIGHTS AND OBLIGATIONS OF PARTIES**

5.1. The User is not entitled to alienate, assign under any condition and in any volume, transfer his rights under this Agreement, including the rights to use the Program, to the third parties.

5.2. The User is obliged to honour all copyright and exclusive Program rights and adhere to the terms and conditions of this Agreement.

5.3. The User is not entitled to reproduce and distribute the Program and/or its parts for payment, among other things within software collections, as well as anyhow to transfer his rights under this Agreement to third parties without written consent of the Rightholder.

5.4. The User undertakes not to modify the Program source code.

5.5. The User undertakes to provide for his part technical opportunity to use the Program rights transferred under this Agreement, including:

- Internet access (in case of the Program installation on the server of the Rightholder);
- availability of software compatible with data transfer as per the http protocol and other software required for the Program functioning according to its specifications.

5.6. The Rightholder is obliged to grant the User the Program rights under the terms and conditions of this Agreement.

#### **6. RESPONSIBILITY OF PARTIES**

6.1. To the fullest extent allowed by the current law, the Rightholder is not responsible for any direct or indirect consequences of any use or impossibility to use the Program and/or damage and/or losses incurred by the User and/or third parties as a result of any use or non-use the Program, including that due to possible Program errors or failures.

6.2. The Rightholder is not responsible for condition of equipment of the User if it excludes or limits his capability to use the Program.

6.3. The User is responsible for non-observance of copyright and exclusive rights in the Program according to the current legislation of the Russian Federation as well as terms and conditions of this Agreement.

## **7. UPDATES/NEW VERSIONS OF PROGRAMS**

7.1. Effect of this Agreement covers all subsequent updates/new versions of the Program.

## **8. FINAL PROVISIONS**

8.1. This Agreement, procedure for its conclusion and fulfillment as well as issues not regulated by this Agreement shall be regulated by the applicable legislation of the Russian Federation.

8.2. The Parties shall be liable for non-performance or improper performance of this Agreement according to the law of the Russian Federation.

8.3. The Agreement (and any part of it) may be changed by the Rightholder without special notification. The new version of the Agreement shall come into effect upon its placement on the web-site of the Rightholder unless otherwise specified by the new version of the Agreement.

## **9. DETAILS OF RIGHTHOLDER**

DEXMA Labs Limited Liability Company,

PSRN 1127847548289 TIN 7801586358 TRRC 780101001

Address: ulitsa Odoyevskogo 5, liter A, Saint Petersburg, 199155 Russian Federation

Phone/fax: +7 (812) 703 3934

E-mail: [info@dexma-plm.com](mailto:info@dexma-plm.com)

CEO Nikolai Nyrkov