

## **END-USER LICENSE AGREEMENT**

This License Agreement (hereinafter referred to as the Agreement) is a legal agreement between you, an individual or legal entity (hereinafter referred to as the End User), and Renga Software LLC (ITN 7801319560, OGRN 1167847391062, Russia, St. Petersburg) (hereinafter referred to as the Rightholder). The Agreement establishes the procedure, conditions, territory, scope, rights, restrictions and other rules of using Renga software (clause 1 of the Agreement).

Please read the terms and conditions of the Agreement carefully before you begin installing and/or copying and/or making any use of Renga. From the moment you do any of these things, this Agreement shall be deemed to have been entered into, and you hereby acknowledge that you have read this Agreement, understand its terms and conditions, and agree to accept these terms and conditions as binding.

If you do not agree with the terms and conditions of the Agreement, then, without installing Renga on your computer, return it to the Rightholder or its authorized representative in accordance with the terms and conditions at the end of the Agreement. Refusal to install Renga on your computer does not release you from fulfillment of the terms and conditions of the Agreement specified in clause 4 of the Agreement.

The Agreement grants you rights to use Renga only if the software is genuine (clause 9 of the Agreement).

### **TERMS AND DEFINITIONS**

Software in this Agreement means: a computer program and all parts thereof; all contents of disks, CDs, DVDs, e-mail messages and attachments, and other media that accompany this Agreement, including the Software delivered as object code on any storage medium, by e-mail or by Internet download; the Software's API (application programming interface), the Software's SDK (software development kit), and any explanatory materials and documentation that relate to the Software; and the Software's software development kit. The Software is provided solely in the form of executable object code.

### **1. GENERAL PROVISIONS**

**1.1.** The Agreement applies to the Renga software, libraries and applications (additional software, including the separately installed Renga Collaboration Server) included in the said software, any updates and/or modifications thereof, any editions thereof, components (parts) (including fonts, texts (including documentation for the software or any part thereof) and other objects of copyright) (all together hereinafter collectively referred to as Renga).

**1.2.** Renga software is supplied by the Rightholder in two editions: Renga Professional and Renga Standard. Hereinafter, these editions are also referred to as Renga, or individually as Renga Professional or Renga Professional edition and Renga Standard or Renga Standard edition, respectively.

**1.3.** Renga may include software developed by the Rightholder's partners (third parties) and/or other authors (hereinafter referred to as the Rightholder's partners). If such software has its own license agreement with the End User, the provisions of this Agreement do not apply to it. In all other cases, all terms and conditions specified hereinafter apply to Renga as a whole and to all its components separately. The Rightholder guarantees that it has the appropriate rights in relation to the software included in Renga, developed by the Rightholder's partners based on the relevant license agreements and/or author's order agreements. The Rightholder guarantees that such software developed by the Rightholder's partners, included in Renga, is not encumbered by the property rights of third parties or subject to claims or demands of third parties.

**1.4.** All exclusive rights to Renga, libraries and applications (additional software), any copies or components (parts) of Renga (including fonts, texts (including documentation on Renga or its part) and other objects of copyright) are the property of the Rightholder and are protected by the legislation of the Russian Federation, the Civil Code of the Russian Federation, as well as by the provisions of this Agreement.

**1.5.** The name Renga, Renga logos are registered trademarks of Renga Software LLC. and are protected by the legislation of the Russian Federation. The right holder guarantees that he/she has the appropriate rights to use these logos and trademarks.

**1.6.** The Renga trademark is registered in all countries within the European Union.

## **2. TYPES OF Renga LICENSES, LICENSE RIGHTS, THEIR USE AND LIMITATIONS. PROTECTION SYSTEM AND Renga LICENSE ACTIVATION**

### **2.1. Fully functional Renga license**

**2.1.1.** A simple (non-exclusive) license to use Renga software (hereinafter referred to as a full-function Renga license) provides for local (single-user) or network (multi-user) version of operation (clause 2.9 of the Agreement) in 64-bit version, consists of one or more components, is granted by the Rightholder as a permanent license (clause 2.3.1 of the Agreement) or as a temporary license (clause 2.3.2 of the Agreement) depending on the type of Renga license selected by you.

**2.1.2.** The Renga software edition (Renga Professional or Renga Standard), its validity period (permanent or temporary license), local or network license (hereinafter also referred to as local or network license, respectively), chosen by you when executing the contract and/or agreement with the Rightholder and/or its authorized representatives, is specified in the documents confirming the lawful purchase of Renga (in particular, in the individual (additional) license agreement executed by the Rightholder (clause 9 of the Agreement)).

**2.2.** Unless otherwise specified in this Agreement, a full-featured license of Renga is granted under the following terms and conditions:

**2.2.1.** Regardless of the selected Renga edition, license validity period and its operation option, you may install and use only one Renga license on a single computer. Software is considered to be in use on a computer (computer) if it is loaded into the RAM of that computer (computer);

**2.2.2.** Regardless of the selected Renga edition, license validity period and its operation variant, one license (one license file (clause 2.9 of the Agreement)) provides for running and using an unlimited number of Renga copies on one computer (PC) at any time;

**2.2.3.** Regardless of the selected Renga edition, license validity period and its operation variant, the number of simultaneously used Renga licenses on all computers (PCs) of your organization (subject to the provisions of clause 3.6 of the Agreement) at any time shall not exceed the number of legally acquired Renga licenses, unless otherwise stipulated in a separate contract or agreement with the Rightholder;

**2.2.4.** In case of network variant of Renga Professional operation during any license validity period, the number of computers with Renga Professional installed on them or the number of potential users of Renga Professional is not limited provided that all computers are located in the territory where your organization or its separate subdivision (branch or representative office) is located in any country of the world (clause 3.6 of the Agreement);

**2.2.5.** The terms of use of the full-function license for Renga set forth in clause 2.2 of the Agreement apply to all license types specified in clauses 2.3.1, 2.3.2, 2.4, 2.5, 2.6 of the Agreement, except for the provisions specified in the Agreement for each of the specified license types and/or Renga editions separately.

### **2.3. Renga Permanent and Temporary full-featured licenses**

**2.3.1. Permanent license** (or full-featured permanent license of Renga Professional edition) - a license of Renga Professional, not limited in time of use, is granted by the Rightholder on an irrevocable basis for the entire term of the exclusive rights (in accordance with the norms of Clause 1, Article 1281 of the Civil Code of the Russian Federation) (permanent licenses) under the terms of this Agreement.

**2.3.1.1.** For a permanent license of Renga Professional, both local and network operation options are available.

**2.3.1.2.** For each new permanent license of Renga Professional under the Warranty Support (clause 8 of the Agreement), the Rightholder provides a License Payment (hereinafter referred to as LP) (clause 2.6 of the Agreement) for a period equal to 1 (One) calendar year from the date of lawful granting of a permanent license of Renga Professional to you. Upon expiration of the specified period, the License Fee may be extended by purchasing a new License Fee for the required term;

**2.3.1.3.** The Renga Professional perpetual license provides for any use option not prohibited by applicable law and/or the provisions of this Agreement, including Renga Professional may be used for commercial purposes, unless otherwise specifically stated in the Agreement.

**2.3.2. Temporary license** (or full-featured temporary license of Renga Standard or Renga Professional editions) - a license of Renga Standard or Renga Professional limited in time of use, provided by the Rightholder for a period exceeding one month under the terms of this Agreement.

**2.3.2.1.** For Renga Professional edition, both local and network versions of the temporary license are available.

**2.3.2.2.** The Renga Standard edition offers both local and network operation. Renga Standard is provided as a temporary license only.

**2.3.2.3.** The term of validity of the temporary Renga license is stipulated in separate contracts and/or agreements with the Licensor and/or its authorized representatives. If you have not purchased a fully functional permanent license of Renga or a new temporary license of Renga within the period of time specified in this way (clause 2.3.1 of the Agreement), you agree that after the expiration of the specified period of time the temporary license of Renga will become "Reduced Functionality Mode", this License Agreement will terminate with respect to your rights of use (except for the provisions specified in clause 3.3.4 of the Agreement) and you will have to remove Renga and all its parts from your computer and destroy all copies of Renga or any part thereof on both tangible media and hard disk.

**2.3.3.** For each new temporary Renga license specified in clause 2.3.2 of the Agreement, within the framework of the Warranty Support (clause 8 of the Agreement), the Rightholder shall provide the License Fee (hereinafter referred to as LP) (clause 2.6 of the Agreement) for a term equal to the term of validity of the temporary Renga license. Upon expiration of the specified term, the License Fee for the temporary Renga license shall not be extended or renewed. Renewal of the license itself and the LP is possible only by purchasing a new permanent Renga license or a new temporary Renga license for a new term.

**2.3.3.1. Temporary non-commercial license of Renga is granted to:**

**2.3.3.1.1.** To technological partners of the Rightholder for creation of BIM-catalogs, templates, extensions for Renga, including custom work for marketing purposes to promote and popularize Renga.

**2.3.3.1.2.** To the Rightholder's trade partners for the purpose of demonstration and further distribution of Renga to potential and existing end users.

**2.3.3.1.3.** Authorized training centers involved in Renga training.

**2.3.3.1.4.** To educational institutions engaged in educational activities and having appropriate accreditation as a state budgetary educational institution (clause 2.5. of the Agreement).

**2.3.3.1.5.** To individuals exclusively for home use, without commercial gain (clause 2.8. of the Agreement).

**2.3.3.2.** Otherwise, Renga's temporary license may be used in any way not prohibited by applicable law and/or the provisions of this Agreement, including for commercial purposes, unless otherwise specifically stated in the Agreement.

## **2.4. Renga trial license and Reduced Functionality Mode**

**2.4.1.** Trial mode of operation of Renga Standard — mode exclusively for the purpose of familiarization with functionality of the Renga Standard edition, on free of charge terms. License Renga Standard is provided by License Renga Standard is provided by the Rightholder through the official the Rightholder's official website or through the websites of the Rightholder's of the Rightholder's partners on the Internet Internet in the form of a fully functional temporary local license (hereinafter referred to as non-commercial license).

**2.4.1.1.** If you have been granted a Renga Standard license to operate in Trial mode, you agree that any commercial use, including (but not limited to) obtaining commercial benefit from the results of using the Renga Standard license in this mode and/or distribution of this software, is prohibited by the Rightholder and may be prosecuted by law.

**2.4.1.2.** The Renga Standard license to work in Trial mode is valid for 30 (thirty) days from the first start with the software protection system automatically activated when the Renga Standard license is launched for the first time. A warning that Renga Standard is being used in "rial Mode will appear at the beginning of the session on the start page. After the specified period, Renga Standard will switch to the Limited Functionality mode, unless you have purchased a permanent or temporary fully functional Renga Standard license (clause 2.3 of the Agreement).

**2.4.1.3.** Renga Standard license for work in the Trial mode is provided with warranty support during the license validity period (clause 2.3.3 of the Agreement).

**2.4.1.4.** For Renga Standard license for work in the Trial mode, LPs (clause 2.6 of the Agreement) and/or Updates (clause 2.7 of the Agreement) are provided during the license validity period (clause 2.3.3. of the Agreement).

**2.4.1.5.** To the fullest extent not specifically stated, the Renga Standard Trial License is subject to all rights, conditions and restrictions set forth in this Agreement.

### **2.4.2. Reduced Functionality Mode Renga Professional and Renga Standard.**

**2.4.2.1.** If you have not purchased licenses (clause 2.3 of the Agreement) or such purchased licenses of Renga Professional are not activated (activation code provided by the Rightholder (clause 2.9 of the Agreement) has not been applied), then in case of installation and start (start of use) Renga Professional will work only in Reduced Functionality Mode, namely without the possibility to save any results of your work, without the possibility to export data in any formats, without the possibility to synchronize with the collaboration server.

**2.4.2.2.** A warning that Renga Professional and/or Renga Standard is running in Reduced Functionality Mode will appear at the beginning of the session on the start page (in the window title indicating "Reduced Functionality Mode") and in the Help (About menu).

**2.4.2.3.** Unless otherwise specified, Renga Professional and/or Renga Standard operating in Reduced Functionality Mode shall be subject to all rights, conditions and restrictions set forth in this Agreement.

## **2.5. "Renga License for Educational Institutions" and "Renga Educational License"**

**2.5.1.** For Educational institutions (organizations licensed for educational activities) the Rightholder provides network licenses of Renga Professional edition of the license types "Renga License for Educational Institutions" (clause 2.5.1 of the Agreement) and "Renga Educational License" (clause 2.5.2 of the Agreement) on the following terms and conditions:

**2.5.1.1.** The "Renga License for Educational Institutions" and the "Renga Educational License" may be used by you and your institution solely for educational purposes and for no other purpose, and solely for use on computers within the territory of the educational institution. In the case of the feature set forth in clause 2.5.1.3 of the Agreement, the "Renga License for Educational Institutions" and the "Renga Educational License" may be used on a school, student or teacher's personal personal computer outside of the specified

territory and solely for educational purposes and for no other purpose whatsoever.

**2.5.1.2.** You agree that any commercial use of the Renga license type specified in this clause, including (but not limited to) use in any business activity and/or obtaining commercial benefit from the results of the use of the "Renga License for Educational Institutions" and/or "Renga Educational License", and/or useful properties of the Renga license type specified in this clause and/or distribution of this software is prohibited by the Rightholder and may be prosecuted by law. This restriction does not apply to the use of the "Renga License for Educational Institutions" and "Renga Educational License" in accordance with the educational activities provided for by the constituent documents of the educational institution.

**2.5.1.3.** You agree that your Educational institution, by agreeing to obtain a "Renga License for Educational Institutions", assumes the duty and responsibility to account for and provide "Renga License for Educational Institutions" to schoolchildren, students and teachers by borrowing from the pool of "Renga License for Educational Institutions" provided by the Rightholder.

**2.5.1.4** Files created using the licenses specified in clause 2.5 of the Agreement will automatically display "non-commercial use" watermarks in the visible field of the drawing. When opening such files using Renga license types 2.3 and 2.2.4 of the Agreement, the "non-commercial use" watermarks will also be displayed in the visible field of the drawing and/or model.

## **2.5.2. "Renga License for Educational Institutions"**

**2.5.2.1** Non-commercial fully functional permanent license of the Renga Professional edition (clause 2.1. of the Agreement) for Educational Institutions is provided by the Rightholder exclusively in the network version of operation.

**2.5.2.2.** For each "Renga License for Educational Institutions" the Rightholder provides a LP (clause 2.6 of the Agreement) for the term specified in the contract or agreement with the Rightholder and/or its authorized representatives. Extension or renewal of the LP is possible by concluding an agreement with the Rightholder and/or its authorized representatives.

**2.5.2.3.** For "Renga License for Educational Institutions" the warranty support is provided for 1 (One) calendar year (clause 8 of the Agreement) from the date of license granting.

## **2.5.3. "Renga Educational License"**

**2.5.3.1.** Non-commercial (clause 2.8 of the Agreement) full-functional temporary license of Renga Professional edition for educational purposes ("Renga Educational License") and for no other purpose. It is provided by the Rightholder for use exclusively in the network variant of work.

**2.5.3.2.** A Renga Educational license is provided by registering through the Rightholder's website under "Download Renga for Training Purposes".

**2.5.3.3.** The validity period is equal to 1 (One) calendar year, calculated from the moment the Rightholder generates the license file (activation code) of the "Renga Educational License".

**2.5.3.4.** Includes LP (clause 2.6 of the Agreement) valid for the term of validity of the "Renga Educational License" (clause 2.5.3.3 of the Agreement). Upon expiry of the specified term, the LP for the Renga Educational License shall not be extended or renewed.

**2.5.3.5.** You agree that upon expiration of the term specified in clause 2.5.3.3 of the Agreement, the "Renga Educational License" will cease to work. Renewal of the non-commercial "Renga Educational License" with full functionality for a new term is possible only by re-registration through the Rightholder's website in the section "Download Renga for training purposes".

**2.5.3.6.** No warranty support is provided for the Renga Educational License.

## **2.6. License Payment for Renga update package**

**2.6.1.** The license designated as the License Payment for Renga Professional or Renga Standard update package (hereinafter referred to as the LP) is granted for each full-functional Renga license you have, both permanent and temporary, both local and network versions, and entitles you to all updates (clause 2.7 of the Agreement) issued by the Rightholder during the period of the LP, as well as warranty support (clause 8 of the Agreement) during this period (except for licenses specified in clause 2.4 of the Agreement). The expiration date of the LP is indicated by the Rightholder in the firmware (clause 2.9 of the Agreement) and in the help of the drop-down menu "About the Program" and is indicated in the field "The Maintenance subscription is valid: until ...".

**2.6.2.** For a permanent license of Renga, the LP is valid from the moment the LP is lawfully granted for the period specified in the contract or agreement with the Rightholder and/or its authorized representatives. After the expiration of the specified period, it can be extended by purchasing a new LP for the required period.

**2.6.3.** For a temporary Renga license, the LP is provided for a term equal to the term of validity of the temporary Renga license (clause 2.3.2 of the Agreement). Upon expiration of the specified term, the LP for the temporary Renga license shall not be extended or renewed. Renewal of the Renga license itself and the LP is possible only by purchasing a new permanent Renga license, or a new temporary Renga license for a new term.

**2.6.4.** You agree that LP does not provide you with an additional full-featured Renga Professional license. Your existing, valid, full-featured Renga Professional license and the LP for it are a single license, and all of the terms of use and restrictions described in this Agreement apply to it as a single entity.

## **2.7. Renga Update**

**2.7.1.** The Renga license provided as an update or Renga update package (hereinafter collectively referred to as Update) is a new version (add-on) of your existing full-featured Renga license designated in clauses 2.3.1 and 2.3.2 of the Agreement, offers significant changes or improvements or other modifications compared to the current version. Provided by the Rightholder through the End User's personal technical support cabinet on the Rightholder's Internet portal <https://sd.ascon.ru/> (the section is available after registration (clause 8 of the Agreement)). It is provided for all types of Renga licenses during the entire term of validity of the LP except for the licenses specified in clause 2.4 of the Agreement.

**2.7.2.** You agree that the Upgrade does not provide you with an additional Renga license. Your existing valid, full-featured Renga license subject to the Upgrade and the Upgrade are a single license and are subject to all the terms of use and restrictions described in this Agreement as a whole.

**2.7.3.** You accept the provision that once you install the software provided to you as an Upgrade, you are not entitled to any use of the previous Renga license without the permission of the Rightholder.

## **2.8. Non-commercial software: Renga Standard (for home use).**

**2.8.1.** Non-commercial simple (non-exclusive) license to use Renga Standard (Renga Standard (for home use)) - A full-featured temporary license of the Renga Standard edition, provided by the Rightholder on special terms and conditions for the purpose of promoting the Rightholder's solutions.

**2.8.2.** The validity of the Renga Standard license (for home use) is 1 (one) year from the date you apply your activation code.

**2.8.3.** If you have been granted a license to Renga Standard (for home use), you agree that any commercial use, including (but not limited to) use of the license type specified in this clause in any business activity and/or obtaining commercial benefit from the results of using Renga Standard (for home use) and/or its useful properties and/or distribution of this software is prohibited by the Rightholder and may be prosecuted by law.

**2.8.4.** The use of the Renga Standard license (for home use) by legal entities (organizations) and/or educational institutions is prohibited by the Rightholder and may be prosecuted by law.

**2.8.5.** If you are granted a Renga Standard (home use) license, you agree to be bound by each and every one of the following terms and conditions:

**2.8.5.1.** Renga Standard license (for home use) can be used by you only if you are an individual;

**2.8.5.2.** Renga Standard (for home use) is used on your home computer;

**2.8.5.3.** Renga Standard (for home use) is used in local (single-user) operation;

**2.8.5.4.** Renga Standard (for home use) is used, subject to the restrictions set out in clause 2.8.3 of the Agreement, for personal non-commercial purposes, for familiarization and/or educational purposes (to perform your own homework, your own term and diploma projects, other educational works, as well as to create documents for independent non-commercial use) and for no other purposes.

**2.8.6.** Files created using the Renga licenses specified in clause 2.8 of the Agreement will automatically display "non-commercial use" watermarks in the visible field of the drawing. When opening such files using Renga license types 2.3 and 2.4 of the Agreement, the "non-commercial use" watermarks will also be displayed in the visible field of the drawing and/or model.

**2.8.7.** For Renga Standard (for home use), warranty support is provided, including LP for a period equal to 1 (One) calendar year from the date of application of your activation code.

**2.8.8.** Renewal of a Renga Standard (Home Use) license, LP for it or warranty support for Renga Standard (Home Use) is possible only by purchasing a new Renga Standard (Home Use) license.

**2.8.9.** Otherwise, unless specifically stated otherwise, Renga Standard for Home Use is subject to all rights, conditions and restrictions set forth in this Agreement.

## **2.9. Protection system and Renga license activation**

**2.9.1.** The use of Renga, except for the Renga trial license (clause 2.4 of the Agreement), is possible only after the Rightholder provides the activation code (or firmware – firmware that allows activating the software, controlling the number, type and composition of licenses) for the protection system (according to the text of the Agreement also activation of the Renga license). The procedure of Renga license activation is given in the accompanying documentation for Renga, as well as in the End User's personal technical support cabinet on the Rightholder's Internet portal <https://sd.ascon.ru/> (the section is available after registration (clause 8 of the Agreement)).

**2.9.2.** Any changes, additions, replacements of Renga licenses and other actions related to the activation of the Renga license shall be made exclusively by the Rightholder directly or through its authorized representatives.

**2.9.3.** The Renga protection system may be implemented as software or hardware and have a local (single-user) (clause 2.9.4 of the Agreement) or network (multi-user) (clause 2.9.5 of the Agreement) version of operation, which is fixed by the Rightholder in the activation code (firmware)), and You agree that:

**2.9.4.** When working locally, the Renga protection system (software (activation code) or hardware (implemented by means of a USB key with the activation code placed in it)) must be installed directly on the computer (computer) where the Renga license will be used. The Renga protection system is not available for connection and initialization for the purpose of using the Renga license on other computers (PCs), even if they are located in the computer network of your organization or separate subdivision (branch or representative office).

**2.9.5.** In the network (multi-user) variant of operation, the Renga protection system (software (activation code) or hardware (implemented by means of a USB key with an activation code placed in it)) can be installed on any computer located in the local area network of your organization or its separate subdivision (branch or representative office). Renga protection system in the network variant of operation is available for connection and initialization for the use of Renga licenses on any computers (PCs) located in the local area

network of your organization or its separate subdivision (branch or representative office), in the number and composition that your organization has rightfully acquired.

### **3. OTHER LICENSE RIGHTS**

In addition to other rights expressly set forth in this Agreement and applicable law, you are granted the following rights:

**3.1.** The right to reproduce Renga, including installing, running, creating a copy of Renga solely for archival or backup purposes. You may create and use one (1) backup copy of Renga on your computer (computer memory) for archiving and reinstallation purposes.

**3.2.** The right to make changes to Renga solely for the purpose of customizing and adapting Renga in order to make it function on Your hardware, within the limits and under the terms and conditions set forth in the Agreement, Renga documentation and applicable law.

**3.3.** The right to use Renga in accordance with its functional purpose for any of Your developments without limitation of the areas of application of such developments, their sales territory and end users of Your developments. There are no restrictions on the use for profit from the useful properties of Renga (in terms of this Agreement "commercial use"), except for the provisions explicitly stated in clauses 2.4, 2.5 and 2.8 of the Agreement (Renga Evaluation License, Renga Educational License, Educational License and Renga Non-commercial License).

**3.4.** The right to all results obtained by using Renga in accordance with its functional purpose.

**3.5.** You have the right to use the Renga API and/or SDK to develop your own software, both for internal use and for the development of application functionality to ensure integration and/or to enhance the interaction between computer programs and Renga, as well as to use the software created using the Renga API and/or SDK in business activities.

**3.5.1.** You agree that such developments are subject to the limitations of the Rightholder's liability in respect of the software developed by you, specified in clause 4 and clause 7 of the Agreement.

**3.5.2.** Restrictions on the use of such developments as well as obligations to the Rightholder shall not be imposed provided that any such transfer does not infringe the Rightholder's rights in respect of Renga and any part thereof, and the conditions of limitation of the Rightholder's liability in respect of such software specified in clause 7.5 of the Agreement are complied with.

**3.5.3.** In any use of said components, you agree to comply with the Rightholder's rights with respect to Renga, including those additionally designated as part of the Renga SDK and/or the Renga API.

**3.5.4.** You agree not to seek any solutions that eliminate the need for Renga or the Renga SDK and/or the Renga API.

**3.5.5.** You agree not to create software that is similar in appearance to Renga (including (but not limited to) similar in functionality and/or any technical solution and/or any software solution and/or external solution and/or utilizing any confusingly similar other solutions and/or graphics and/or features).

**3.5.6.** You may not under any circumstances transfer, assign, make available or in any way broadcast the Renga SDK and/or the Renga API or any part thereof to any third party, even if such restrictions are not specifically stated in this Agreement and/or in the agreement and/or documentation accompanying the Renga SDK and/or the Renga API.

**3.6.** If You, the End User, are a legal entity (organization in the text of the Agreement), then in addition to other rights expressly stated in this Agreement, You have the right to use Renga licenses in full in accordance with its functional purpose in the territory of Your organization or its separate subdivision (branch or representative office) in the territory of any country in the world.



**3.7.** A Renga license registered to a legal entity (organization) or educational institution may be used by you, if you are an employee of the organization or educational institution during official business trips or at home to perform work assigned to you directly by the organization or its separate subdivision (branch or representative office) or educational institution, provided that the following conditions are met:

**3.7.1.** You must be given the appropriate authorization to remove (transfer, detach) the Renga license from the organization's premises (e.g. power of attorney), specifying your details and the period for which the Renga license is transferred to you.

**3.7.2.** The Rightholder assumes no responsibility for the operability of Renga without protection. Furthermore, in such a case, the Rightholder or any of its authorized representatives will not be obliged to provide any additional Renga licenses or security features in return. In the event of interruptions in the operation of Renga caused by the above-mentioned reason, the Rightholder assumes no obligation to remedy such interruptions.

**3.7.3.** The original copy of the software should not be used during this period, as no additional license for Renga is provided.

**3.7.4.** At the end of the business trip or at the end of work at home, you will have to return the Renga license to the territory of your organization or educational institution (subject to the provisions of clauses 3.6 and 3.9 of the Agreement, respectively). Otherwise, continuing to use the Renga license in any way will be considered a violation of the Rightholder's rights and will be prosecuted.

**3.7.5.** Both you and your organization or institution (subject to clauses 3.6 and 3.9 of the Agreement, respectively) are solely responsible for compliance with the terms of this Agreement and will be required to keep a record of all Renga licenses so transferred.

**3.8.** If you, the End User, are a natural person, then, in addition to the other terms and conditions expressly set forth in this Agreement, you have the right to use Renga to the fullest extent of its functionality in any country in the world.

**3.9.** If You, the End User, are an educational institution, then in addition to other terms and conditions expressly stated in this Agreement, You have the right to use Renga licenses specified in clause 2.5 of the Agreement to the full extent in accordance with its functional purpose on the territory of the educational institution subject to clause 2.5.1.3.

**3.10.** You have the right to transfer all of your rights under this Agreement and Renga itself directly to another End User once for all time, and you agree that:

**3.10.1.** Renga license reissue by the Rightholder to another End User is allowed only for permanent Renga licenses (clause 2.3.1 of the Agreement). It is performed by the Rightholder on the basis of a written request of the current End User.

**3.10.2.** Renga licenses specified in clauses 2.3.2, 2.4, 2.5, 2.6, 2.7, 2.8 of the Agreement may not be transferred to another End User. The said Renga licenses may not be transferred to any third party.

**3.10.3.** The Transfer applies to all Renga, including Updates (clause 2.7 of the Agreement), LPs (clause 2.6 of the Agreement), Renga activation code, all previous licenses or versions of Renga for which the Rightholder has provided an Update, as they are together with Renga a single license.

**3.10.4.** The person receiving Renga as a result of such a one-time transfer must agree to all the terms and conditions of this Agreement, including the obligation not to transfer this Agreement and Renga to anyone else except as separately agreed with the Rightholder under contracts and/or agreements. Such written confirmation shall also be sent to the Rightholder together with the request for reissue.

**3.10.5.** By transferring your Renga rights to another End User, you will delete your Renga computer and/or server, including all components, destroy any existing backup copies of the transferred Renga license.

**3.11.** If necessary, you have the right to use the name of the Rightholder in relation to Renga for advertising purposes, having first obtained the permission of the Rightholder.

#### **4. OTHER RESTRICTIONS**

In addition to the restrictions expressly set forth in this Agreement, and unless otherwise specified in a separate contract or agreement with the Rightholder, this Agreement imposes the following restrictions:

**4.1.** This Agreement does not grant you any rights to the means of individualization of the Rightholder and the Rightholder's partners, including (but not limited to) trademarks and service marks of the Rightholder and the Rightholder's partners.

**4.2.** No matter how you obtain Renga (using the Internet or on media of any kind), regardless of the number of media, you have the right to use only one copy of Renga on one computer (computer), unless otherwise stipulated in an additional agreement with the Rightholder.

**4.3.** You may not distribute, grant or otherwise transfer the rights to use Renga (license) or any part thereof or the tangible medium with Renga or any copies thereof to third parties, except as expressly set forth in clause 3.10 of the Agreement. Transfer of Renga means (but is not limited to): providing third parties with access to Renga or Renga components via local area network or the Internet (except for the cases explicitly specified in clause 2.9.5 of the Agreement), transfer of Renga for rent, lease, temporary use, renting or lending.

**4.4.** You may not tamper with the technology, decompile and disassemble Renga, or otherwise determine the source code of Renga or extend its functionality by combining it with other software, except and only to the extent expressly permitted by applicable law, notwithstanding this limitation.

**4.5.** You may not use Renga in violation of the terms of this Agreement, and/or the rights of the Rightholder, and/or applicable law.

#### **5. TERM OF THE AGREEMENT**

**5.1.** In case of a valid acquisition of rights to use Renga or its components, this Agreement shall be valid for the duration of the relevant license (clause 2 of the Agreement).

**5.2.** This Agreement shall terminate and your rights shall be deemed forfeited if you breach any of the terms of this Agreement or if you exercise the right set out in clause 3.10 of this Agreement.

**5.3.** Termination of the Agreement on any grounds shall not relieve you from the terms of clause 4 of this Agreement and applicable copyright laws.

#### **6. GUARANTEE OF THE RighthOLDER**

**6.1.** The right holder guarantees the operability of programs and program components included in Renga, as well as the quality of electronic documentation.

**6.2.** Renga is provided in the state it is currently in ("as is"). You agree that the software, being an intellectual property, is not free from errors and you are advised to back up your files regularly.

**6.3.** The warranty is valid provided that Renga and its components to which the rights have been transferred are used with the hardware, operating systems and other software for which they were developed and in full compliance with the operating instructions, including the requirement for version compatibility of all Renga software components. Technical requirements for Renga are given on the web server of the Rightholder on the page <https://rengabim.com/requirements/>.

**6.4.** The right holder guarantees that no copyright, related or any other rights of third parties are violated

during the transfer of rights to Renga and that all authors of Renga are fully paid royalties.

**6.5.** The right holder guarantees that the information used in the creation of Renga was obtained lawfully. State secrets, as well as official and commercial secrets of third parties have not been violated.

## **7. LIMITATIONS OF LIABILITY**

**7.1.** The Rightholder is not liable for any direct or indirect damages, including lost profits, loss of confidential information, resulting from the use of Renga, including due to possible errors or misprints in the technical documentation transmitted in electronic or printed form.

**7.2.** The Rightholder is in no way responsible for the operability of Renga in case of damage to the user's data carriers, computer viruses, power failures, equipment malfunction, intentional damage to Renga, violations of the operating instructions, attempted tampering with the security system, failure to comply with the requirements specified in clause 6.3 of the Agreement, etc.

**7.3.** The right holder is in no way responsible for any problems in Renga's operation caused by your use of counterfeit system, network or application software (operating systems, office applications, utilities, etc.).

**7.4.** To the extent permitted by applicable law, in no event shall the Rightholder be liable for any lost profits, loss of revenue or sales turnover, loss of data or the cost of substitute goods or services, property damage, personal injury, business interruption, loss of business information or other damages, including special, intentional, unintentional, accidental, economic, covered, criminal, direct or indirect, occurring in connection with the use of the Rightholder's products or services, or for any other damages, including special, intentional, unintentional, accidental, economic, covered, criminal, direct, or indirect damages.

**7.5.** In no case the Rightholder bears any responsibility and provides no guarantees (including (but not limited to) those provided for in clause 8 of the Agreement) in respect of software created by you and/or other third parties using Renga API and/or Renga SDK.

**7.6.** In all other respects not covered by this Agreement and/or applicable law, the Rightholder makes no warranties, conditions or representations, whether express or implied by law, custom, practice or otherwise, except that Renga is in general conformity with its intended use and its technical descriptions.

## **8. WARRANTY SUPPORT AND TECHNICAL SUPPORT**

**8.1.** Warranty support and Technical support depend on the type of license used (clause 8.1 of the Agreement) and is carried out in accordance with the current rules of technical support, specified on the website of the Right holder's technical support service <https://support.ascon.ru/>.

**8.2.** Warranty Support (or Warranty Support or Warranty Technical Support).

**8.2.1.** Warranty support of Renga shall be provided within 1 (One) calendar year from the date of lawful transfer of the Renga license specified in clauses 2.3.1 and 2.5.2 of this Agreement.

**8.2.2.** For Renga licenses specified in clauses 2.3.2, 2.4, 2.6, 2.8 of the Agreement warranty support is provided during the validity period of the respective licenses. For the Renga license specified in clause 2.5.3 of the Agreement warranty support is not provided.

**8.2.3.** Warranty support includes:

**8.2.3.1.** Receiving, recording and analyzing comments and wishes on Renga's work, which can be further used and incorporated into the software, including in the update format with provision of corrections in subsequent Updates in the presence of a valid LP (clause 2.6 of the Agreement);

**8.2.3.2.** Elimination of detected errors and malfunctions that make it impossible to use the useful properties of

Renga (blocking errors) with provision of corrections in subsequent Updates in the presence of a valid LP (clause 2.6 of the Agreement).

**8.2.3.3.** Technical support of the “warranty support” level.

**8.2.3.4.** At your request, the Rightholder provides detailed information about modifications of purchased versions of Renga, new releases and new components.

**8.2.4.** The services, mode and method of providing the Warranty Support are given on the Internet site of the Customer Support Service (CSS) <https://support.ascon.ru/>.

### **8.3. Basic technical support.**

**8.3.1.** Basic Technical Support (or Basic Support) comes into effect from the date of expiration of the Warranty Support. This level of support includes ensuring the operability of Renga on supported versions of operating systems with respect to the current version of Renga.

**8.3.2.** Services, mode and method of support are given on the Internet site of the User Support Service (USS) <https://support.ascon.ru/>.

### **8.4. Methods of providing Warranty support and technical support:**

**8.4.1.** Through the End User's personal account on the technical support website at the Internet portal <https://sd.ascon.ru/> (ServiceDESK service – the system of automation of the work of the user support service (hereinafter referred to as the USS) (the section is available after registration). In order to provide access to the personal account, it is necessary to provide contact details of the person or group of persons who will be responsible for communication with the PPS and will be registered in the ServiceDESK system;

**8.4.2.** By emailing SPP: <mailto:support@ascon.ru>;

**8.4.3.** By phone: 8 (800) 700-00-78 (toll-free within Russia), 8 (812) 703-39-34.

### **8.5. Technical requirements for software and hardware.**

**8.6.** Technical requirements for software and hardware are given on the Rightholder's Internet portal in the section <https://rengabim.com/requirements/>.

## **9. CONFIRMATION OF LICENSE AVAILABILITY TO THE END USER. PIRACY PREVENTION**

**9.1.** The rights to use Renga are valid only if Renga is authentic. The Renga license validly acquired or received from the Rightholder is accompanied by protection against unauthorized use, implemented in the form of a license file with a unique identification number (activation code) and End User data specified during registration.

**9.2.** For Renga licenses specified in clauses 2.3.1, 2.3.2, 2.5.2, 2.6 of the Agreement, the Rightholder shall execute an individual (additional) license agreement on a letterhead with an original seal, a unique individual number with the End User's data, recording the information provided in clause 2.1.2 of the Agreement, and you agree that:

**9.3.** The right holder issues an activation code and an individual (additional) license agreement, fixing in it information about the End User, the type of your license, the chosen use variant.

**9.3.1.** The Rightholder indicates those data about the End User, which were provided by you at the time of conclusion of the contract with the Rightholder or its authorized representatives. You agree that you are fully responsible for the accuracy of the data provided by you directly to the Rightholder or its authorized representatives.

**9.3.2.** If during the period of validity of this Agreement you have found any data discrepancy or if there is a change of details (information) about the End User, as well as in case of loss of the license file (activation code), immediately notify the Rightholder about it.

**9.3.3.** Any changes, additions, replacement, restoration and other actions with the Agreement, license file (activation code) and/or other documents (permissions), directly or indirectly specified in the Agreement, are made exclusively by the Rightholder.

**9.3.4.** After activation of the Renga license (application of the activation code), the end-user data specified during registration is also indicated in the help of the "About" drop-down menu and is indicated in the field "Licensed to: ...".

**9.4.** Accepting the terms of the Agreement, make sure that the Renga license is provided to you through the Rightholder's website located on the server <https://rengabim.com/download-trial/> or the Rightholder's download center after you fill in the registration data. If the Renga license is transferred to you by a third party on a reimbursable basis or you have received the license not through the Rightholder's website <https://rengabim.com/> or other resources specified in the Agreement, apply for assistance in accordance with the terms specified in clause 9.5 of the Agreement.

**9.4.1.** In case you have been granted a Non-commercial license of Renga Standard, make sure that Renga Standard is granted through the Rightholder's website, located on the "Download Renga" page at <https://rengabim.com/download-uncommercial/>, or through the Rightholder's partner's website, (a list of the Rightholder's partners and authorized representatives is provided on the Rightholder's website <https://rengabim.com/>, after you have filled in your registration data. If the Renga license is transferred to you by a third party on a reimbursable basis or you have received the license not through the Rightholder's website <https://rengabim.com/> or the websites of the Rightholder's partners, apply for assistance in accordance with the terms and conditions specified in clause 9.5 of the Agreement.

**9.4.2.** In case you have been granted a "Renga Educational License", make sure that Renga is granted through the website of the Rightholder located on the page <https://rengabim.com/skachat-renga-dlya-uchebnyh-celej/>, after you have filled in all registration data. If the "Renga Educational License" is transferred to You by a third party on a reimbursable basis or You have received the license not through the Rightholder's website <http://rengabim.com/>, apply for assistance in accordance with the terms and conditions specified in clause 9.5 of the Agreement.

**9.5.** Please send any information known to you indicating infringement of the copyright of the Copyright Holder (links to pirate sites, advertisements for installing Renga at suspiciously low prices, etc.) to <mailto:antipirat@app.ru> or <mailto:pravo@ascon.ru>.

**9.6.** The licenses of Renga specified in this Agreement may be lawfully granted to you through the Rightholder or its authorized representatives. Otherwise, the Rightholder is not responsible for and does not give any guarantees with regard to any consumer qualities of Renga, including the operability of the programs and suitability for performing the actions required by you. The list and addresses of the Rightholder's authorized representatives can be found on the Rightholder's website or you can request information at the e-mail address specified at the end of this Agreement.

## **10.FINAL PROVISIONS**

**10.1.** This Agreement shall be deemed to have been entered into when you accept its terms and conditions and begin installing Renga and/or using it and/or copying it. The moment you start using Renga during installation is when you check "I accept the terms of the license agreement" in the installer dialog box and click on the "Next" button.

**10.2.** If you do not agree with the terms of this License Agreement, click on the "Cancel" button to exit the installer. If any materials, accompanying documentation, license file and/or individual license agreement have been given to you together with Renga, return them to the Rightholder or its authorized representative.

**10.3.** The Agreement shall remain in force throughout the entire period of the exclusive right of the Rightholder to Renga. If any of the provisions of the Agreement becomes invalid, void or unenforceable, the remaining provisions shall remain in force.

**10.4.** This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation. Violation of the terms and conditions of this Agreement shall entail liability in accordance with the applicable laws of the Russian Federation.

Renga Software LLC.

ITN: 7801319560

Tel: (812) 703-39-34, +7 (812) 703-10-11

Web server: <https://rengabim.com/>

Technical support site on the Internet portal: <https://sd.ascon.ru/>

Technical requirements for Renga: <https://rengabim.com/requirements/>

E-mail: <mailto:info@rengabim.com>

Customer Support E-mail: <mailto:support@ascon.ru>

For additional information, clarification of the provisions of the Agreement and other questions related to the use of Renga, you may contact: <mailto:pravo@ascon.ru>.