

**License Agreement Offer
for the Use of Yucca Software**

Yekaterinburg

(version of 13.10.2022)

This document is a proposal of the Individual Entrepreneur Medvedev Evgenii, INN (Taxpayer's Identification Number): 661219749774, OGRNIP (The main state registration number of an individual entrepreneur): 321665800160131 (hereinafter referred to as the "Licensor"), represented by General Director Medvedev, Evgeny Sergeevich acting on the basis of the Articles of Association, for Licensees (Clause 1.1) to conclude a License Agreement for the use of Yucca Software (the "Agreement") on the terms and conditions set forth below.

The text of the Agreement is available on the official website on the Internet at <https://yucca.app/en/license>.

In accordance with Article 435, Article 438 of the Civil Code of the Russian Federation (the "Civil Code of Russia"), in case of acceptance of the offer, the agreement will be deemed to be concluded on the terms and conditions specified in the offer.

1. Terms and Definitions:

1.1. **Licensee** shall mean a legal entity and/or individual entrepreneur to whom the Licensor grants the right to use Yucca software under the terms of a simple (non-exclusive) license and who has concluded an Agreement with the Licensor as a result of acceptance of the offer.

1.2. **Licensor** shall mean Yucca Stream, LLC, a company that is the right holder of Yucca software and provides the Licensee with licensed access to Yucca software under the terms of a simple (non-exclusive) license.

1.3. **License Agreement for the Use of Yucca Software (the "Agreement")** shall mean an agreement between the Licensor and the Licensee for the right to use Yucca software under the terms of a simple (non-exclusive) license within the limits provided for by this Agreement which is concluded by Accepting the Offer.

1.4. **Yucca Software** shall mean a computer program (automated computer program) that is owned by Yucca Stream, LLC and used for arranging digital CCTV via the data communication network (IP).

1.5. **Installation** shall mean the installation of Yucca Software on a computer performed with the use of Yucca distribution kit followed by the launch of Yucca software.

1.6. **Website** shall mean the Licensor's information and telecommunication resource on the Internet at <https://yucca.app>.

1.7. **Offer** shall mean the Licensor's offer addressed to the Licensees who wish to use Yucca Software under the terms of a simple (non-exclusive) license within the limits provided for hereby.

1.8. **Acceptance of the Offer** shall mean full and unconditional acceptance of the Offer by the Licensee by performing actions in accordance with Clause 2.7. and/or 2.9 hereof.

1.9. **Tech Support** shall mean the Licensor's actions aimed at ensuring the functionality of Yucca Software, restoring the functioning and operability of Yucca Software in accordance with its purpose, carried out by providing oral and written advice on the above issues to the Licensee's employees, as well as eliminating technical problems.

All the above terms and definitions shall be used exclusively with the meaning specified in this section.

1.10. **Monthly Subscription** is valid for 30 calendar days.

1.11. **Annual Subscription** is valid for 365 calendar days.

2. Subject of the Agreement

2.1. Under this Agreement, the Licensor grants the Licensee the right to use Yucca Software under the terms of a simple (non-exclusive) license within the limits provided for hereby and the Licensee agrees to accept and pay for the rights granted in the manner established hereby.

2.2. In accordance with Articles 1286 and 434 of the Civil Code of Russia, this Agreement constitutes a joinder agreement the terms of which are stated in electronic form and is concluded in a simplified manner by the Licensee starting to use Yucca Software as defined herein. The start of using Yucca Software, as defined in the terms hereof, shall mean the consent to conclude this Agreement. In this case, the written form of the agreement shall be deemed to be complied with.

2.3. The start of the Licensee's use of Yucca Software shall mean the installation of Yucca Software and payment of the license fee by the Licensee.

2.4. The Licensee joins this Agreement from the moment it performs all actions listed in Clause 2.7 and/or Clause 2.9 hereof.

2.5. The Licensee who wishes to access Yucca Software under the terms of a simple (non-exclusive) license shall:

2.5.1. read the terms and conditions of this Agreement publicly available on the Website;

2.5.2. send an application to the Licensor by filling out the application form posted on the Website and clicking the "Submit application" button. The Licensor may request the Licensee who has sent the Application to provide documents and information to make a decision on granting such Licensee the right to use Yucca software under the terms of a simple (non-exclusive) license. The Application sent by the Licensee will be reviewed by the Licensor within five (5) business days at the latest upon receipt by the Licensor of the Application and documents and information if they have been requested.

If the Application form submitted by the Licensee is incomplete (does not contain mandatory information) and/or contains false information, and/or documents and information, if requested, are not provided, the Licensor shall send the Licensee by e-mail specified by the Licensee in the Application form, notification of the impossibility of providing the Licensee with access to Yucca Software.

2.5.3. pay the license fee in accordance with the terms and conditions hereof;

2.5.4. download Yucca Software distribution kit and install Yucca software on its computer by entering the serial number (license key) in accordance with the technical manuals posted at <https://docs.yucca.app>.

In order to ensure the correct functioning of Yucca Software, the Licensee must have access to the Internet, including the website at <https://license.yucca.app>.

2.6. The Licensee accepts the Offer by:

2.6.1. ticking the box "I agree with the terms and conditions of the License Agreement Offer" on the Website;

2.6.2. installing Yucca Software according to Clause 2.5.4. hereof;

2.6.3. paying the license fee in accordance with Section 3 hereof.

2.7. The Licensee shall be entitled to use Yucca Software in accordance with the terms and conditions of the Agreement after installing Yucca software and paying the license fee.

2.8. The Licensee will be granted access to the functionality of Yucca Enterprise version. The full list of functions is available on the **Website** and documentation site at <https://docs.yucca.app/>.

2.9. The Licensor may grant the Licensee the right to use Yucca Software under the terms of a simple (non-exclusive) license without paying the fee within fourteen (14) calendar days. The test period can be granted to give an opportunity to the Licensee to learn the capabilities of Yucca Software, train the Licensee's staff and increase the number of users. The right to use Yucca Software under the terms of a simple (non-exclusive) license shall be granted by sending a serial number (license key) to the Licensee's email specified by the Licensee in the Application form. If the Licensor grants the Licensee a test period for using Yucca Software under the terms of a simple (non-exclusive) license, the Licensee shall Accept the Offer by:

2.9.1. ticking the box "I agree with the terms and conditions of the License Agreement Offer" on the Website;

2.9.2. installing Yucca Software according to Clause 2.5.4. hereof.

2.10. The right to use Yucca Software shall be granted to the Licensee throughout the Russian Federation.

2.11. The right to use Yucca Software shall be granted for the period established by this Agreement and/or pro forma invoice.

3. License Fee

3.1. The Licensee shall pay the license fee on the terms of 100% prepayment in the amount and in the manner provided for hereby.

3.2. The amount of the license fee shall be determined based on the Licensor's rates in accordance with the price plan chosen by the Licensee:

— Basic rates are listed on the Website at <https://yucca.app/>.

— Individual rates, the amount of which is determined in the payment invoice.

3.3. The Licensor shall issue an invoice to the Licensee for payment of the license fee according to the rate chosen by the Licensee.

3.4. The license fee paid under the License Agreement shall not be subject to VAT on the basis of subpar. 26, para. 2, Article 149 of the Tax Code of the Russian Federation.

3.5. At the end of the reporting month, the Parties shall draw up and sign a License Use Report, which shall specify the amount of the license fee for the reporting month.

3.6. The Licensor may change the basic rates at its own discretion at any time during the term of the License Agreement. Such a change shall not result in reassessment (increase, decrease) of the Licensee's payments already made but will apply to future periods of using Yucca Software.

3.7. If the Licensee fails to send a reasoned refusal to accept the granted rights to use within three (3) business days after access to Yucca Software (the right of use) has been granted, the granted rights shall be deemed to be accepted by the Licensee in full.

4. Rights and Obligations of the Parties

4.1. The Licensor shall:

4.1.1. update the software on the server in a timely manner;

4.2. The Licensor shall have the right to:

4.2.1. modify or release new versions of Yucca Software at any time and for any reason. The Licensor reserves the right to add new features and functionality to Yucca Software or remove existing features and functionality from Yucca Software;

4.2.2. enter into any agreements with third parties on granting the right to use Yucca Software, including under the terms and conditions similar to the terms and conditions of the Agreement.

4.3. The Licensee shall:

4.3.1. use Yucca Software exclusively for its intended purpose;

4.3.2. not use Yucca Software for any illegal activity;

4.3.3. refrain from any actions that may interfere with the Licensee's normal use of Yucca Software;

4.3.4. not crack, modify, or otherwise change Yucca Software;

4.3.5. at its own expense, install hardware and software suites necessary and sufficient to obtain access to Yucca Software, ensure communication channels that meet the requirements for information exchange. Requirements for software and hardware suites:

- CPU: at least 1 core at 2 Ghz with AMD64, ARM, ARM64 architecture
- Linux-based operating system. Recommended: Ubuntu LTS (20.04+)
- MacOS operating system. Version 10.15 and older version is recommended
- Minimum 500 MB of free hard disk space to install Yucca
- Minimum 1GB of free RAM.

4.4. The Licensee shall have the right to:

4.4.1. make suggestions on changing the functionality of Yucca Software.

5. Liability of the Parties. Resolution of Disputes between the Parties.

5.1. The Parties shall be liable for failure to fulfil or improper fulfilment of their obligations hereunder in compliance with the applicable laws of the Russian Federation and terms and conditions of the Agreement.

5.2. The Licensor shall not be responsible for the inability to use Yucca Software for reasons beyond the Licensor's control.

5.3. The Parties agree to keep confidential any information that is classified by them as trade secrets in accordance with the applicable laws of the Russian Federation and becomes known to the parties in the course of fulfilment of the Agreement.

5.4. Yucca Software shall be provided "as is". The Licensee agrees that it shall be responsible for choosing the software to achieve the desired results, for installing and using Yucca Software, as well as for the results obtained with it. The Licensor shall not be responsible either for the Licensee's loss of data as a result of a failure of Yucca Software or for the damage incurred by the Licensee as a result of the Licensee's loss of data. The Licensee shall be solely responsible for any possible losses incurred as a result of data loss and/or as a result of incorrect operation of Yucca Software.

5.5. The Parties shall not be liable for failure to fulfil or improper fulfilment of the terms of the License Agreement in the event of force majeure, which is defined in accordance with the applicable laws of the Russian Federation if they bring evidence that such events have prevented the fulfilment of the obligations under the License Agreement; such evidence shall be the documents issued by the competent authorities of the Russian Federation. As soon as force majeure ceases, the License Agreement shall continue in the usual manner.

5.6. Any and all disputes and disagreements arising between the Parties out of or in connection with this Agreement shall be settled through negotiations.

5.7. If the Parties fail to reach an agreement through negotiations, such disputes and disagreements shall be referred to the court at the Licensor's location with the obligatory observance of the pre-trial (complaint) procedure. The term of reply to the claim shall be thirty (30) calendar days upon receipt of the claim.

6. Miscellaneous

6.1. The Licensor may, at its own discretion, amend the Agreement in connection with the development of Yucca Software and/or changes in the current legislation of the Russian Federation. The new version of the Agreement with the amendments will be posted by the Licensor on the Website. The Licensee agrees and acknowledges that the Licensor may, at its own discretion, amend the Agreement as and when required and in the event of the amendments, the Licensee agrees to work on the amended terms and conditions.

6.2. The Yucca Software server may collect information about the system configuration (processor model, operating system type and version, RAM size, disk size, number of running threads) on which it is running.

6.3. The procedure for providing technical support is described on the page <https://docs.yucca.app/en/support/>.

6.4. If the Licensee violates the terms of the Agreement provided for in Clauses 4.3.1– 4.3.4, the Licensor shall have the right to terminate this Agreement and immediately block access to Yucca Software without prior notice to the Licensee.

6.5. The Agreement shall come into force and effect upon the acceptance of the terms and conditions of the Agreement and shall be valid for the period of use of Yucca Software by the Licensee.

6.6. Any of the Parties may unilaterally withdraw from the Agreement by sending two (2) business days' notice to the other Party.

6.7. All other matters not covered by this Agreement shall be governed by the applicable laws of the Russian Federation.

Licensor:

Individual Entrepreneur Medvedev Evgenii

Brands: Yucca, Yucca Stream

Registered address: Yekaterinburg, 620105

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