

## License Agreement Offer for the Use of Yucca Software

Yekaterinburg

(version of 01.12.2020)

This document constitutes an offer of Yucca Stream, Limited Liability Company, short name: Yucca Stream, LLC, INN (Taxpayer's Identification Number): 6686127810, OGRN (Primary State Registration Number): 1206600049292 (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 capable individual 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. **Website** shall mean the Licensor's information and telecommunication resource on the Internet at <https://yucca.app/oferta>.

1.6. **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.

1.7. **Acceptance of the Offer** shall mean full and unconditional acceptance of the Offer by the Licensee by performing actions in accordance with Clause 2.6. hereof.

1.8. **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.

### 2. Subject of the Agreement

2.1. Under this Agreement, the Licensor grants the Licensee the right to use Yucca Software free of charge under the terms of a simple (non-exclusive) license within the limits provided for 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.

2.4. The Licensee joins this Agreement from the moment it performs all actions listed in Clause 2.6 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.** install Yucca Software in accordance with its technical manuals posted at <https://docs.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 2.5.2 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.

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

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

2.10. The right to use Yucca Software shall be granted for a period not exceeding the validity period of the exclusive right to Yucca Software.

### 3. Rights and Obligations of the Parties

#### 3.1. The Licensor shall:

**3.1.1.** update the software on the server in a timely manner;

#### 3.2. The Licensor shall have the right to:

**3.2.1.** 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;

**3.2.2.** 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.

#### 3.3. The Licensee shall:

**3.3.1.** use Yucca Software exclusively for your own needs according to its intended purpose;

**3.3.2.** not transfer the rights to use Yucca software to third parties;

**3.3.3.** not use Yucca Software for any illegal activity;

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

**3.3.5.** not crack, modify, or otherwise change Yucca Software;

**3.3.6.** 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 (18.04+)

— MacOS operating system. Version 10.15 and older version is recommended

— Pre-installed Docker software (19+) (<https://docs.docker.com/engine/install/>)

— Minimum 500 MB of free hard disk space to install Yucca

— Minimum 1GB of free RAM.

#### 3.4. The Licensee shall have the right to:

**3.4.1.** make suggestions on changing the functionality of Yucca Software.

### 4. Liability of the Parties. Resolution of Disputes between the Parties.

4.1. 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.

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

4.3. 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 possible losses resulting from the loss of data.

4.4. 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.

4.5. 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.

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

4.7. 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 in accordance with the applicable law 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.

## **5. Miscellaneous**

5.1. 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.

5.2. 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.

**5.3.** The procedure for providing technical support: by providing consulting and other assistance in Telegram chat <https://t.me/yuccastream>. Consultations are provided by the user community; the **Licensor** does not provide technical support services for this type of product.

5.4. If the Licensee violates the terms of the Agreement provided for in Clauses 3.3.1–3.3.5, the Licensor shall have the right to terminate this Agreement and immediately block access to Yucca Software without prior notice to the Licensee.

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

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

Licensor:

Yucca Stream, LLC

Registered address: 101 Shefskaya Str., apt. 127, Ekaterinburg, 623135

OGRN 1206600049292

INN 6686127810