

End-User License Agreement

Please read the following End-User License Agreement (the "EULA") carefully before downloading, installing, copying and/or using the UAVPROF Drone Simulator Software (the "Software").

By downloading, installing, copying and/or using the Software, in particular by clicking "I accept" at the download stage of the Software, you confirm that you have read, understood and agree to be bound by the terms of this EULA in full, that none of its terms are unduly burdensome to you, and that you are eligible in accordance to all the requirements defined in this EULA for persons authorised to use the Software.

If you do not agree to the terms of this EULA or do not meet the requirements set forth herein, you must stop downloading or installing the Software or immediately stop using and uninstall the Software if it has already been installed.

1. Definitions

1.1. **"Account"** - User's account formed in the Licensor's system after the User has registered on the Licensor's official website.

1.2. **"Intellectual property"** - all copyrights, trademarks, trade secrets, patents, designs and other intellectual property rights recognised in any jurisdiction throughout the world, including all applications for and registrations of such rights.

1.3. **"Licensor"** - STRATUS Limited Liability Company, BSRN: 1223900003800, TIN 3906412175, Address: 119607, Moscow, intra-urban territorial municipal district Ramenki, Ramenskiy Boulevard, 1.

1.4. **"Licensed use"** means the use of the Software in accordance with the terms and conditions and licence metrics defined in this EULA.

1.5. **"Licensor's official website"** - the Internet website on the following domain: <https://uavprofsim.com/en/>

1.6. **"Software"** - [UAVProf Drone Simulator] - professional flight simulation software for training of unmanned aerial vehicle (drone) operators using realistic simulations to recreate natural flight conditions. The Software includes software and databases owned by the Licensor by exclusive right or used by the Licensor on another legal basis. The Software may also include related documentation, data files, modules, libraries, electronic data, models, components and elements.

The Software also includes any updates, upgrades, bug fixes, modifications or new editions provided by Licensor to User under this EULA or under a separate agreement.

1.7. **"You", "User"** - an individual or legal representative of a legal entity who has downloaded, installed, copied and/or used the Software and meets the criteria set forth in Section 4 of this EULA.

2. The Subject of the EULA

2.1. 2.1 This Agreement is concluded between you (hereinafter - the "User") and STRATUS Limited Liability Company (hereinafter - the "Licensor"), hereinafter jointly referred to as the "Parties" and individually as the "Party".

2.2. In accordance with the terms and conditions of this Agreement, the Licensor grants the User a non-exclusive licence to use the Software in the manner and on the terms and conditions specified in the Agreement, and the User undertakes to pay the licence fee and to comply with the rules and restrictions on the use of the Software set out in this Agreement. To the extent that the Licensor's online services are provided for the use of the Software, this Agreement also contains elements of a service agreement.

2.3. This Agreement is concluded by means the User's acceptance of the terms and conditions published on the Licensor's official website and in the Software download package. This Agreement shall be deemed concluded and effective from the moment the User clicks the "Accept" button at the Software installation stage, but in any case, not later than the beginning of actual use of the Software.

3. Scope of use and restrictions

3.1. The Licensor, subject to the User's compliance with the terms of the Agreement and payment of the licence fee, grants the User a non-exclusive licence for the Software, limited to the right to install, run and use the Software in accordance with the Software documentation.

3.2. Unless otherwise specified in a separate agreement, which may be concluded by the Parties in addition to this Agreement, the Software licence is personal, single-user and entitles the User to install and use 1 (one) copy of the Software on one user device at a time. The User has the right to install the Software repeatedly in case of change or malfunction of the main user device, and the User is obliged to destroy all copies of the Software installed on the previous user device.

3.3. The User is entitled to create a single archive copy, which must include a notice of the Licensor's exclusive rights to the Software.

3.4. Unless otherwise specified in a separate agreement, which may be concluded by the Parties in addition to this Agreement, the User may use the Software solely for personal use. The User is prohibited from any commercial use of the Software, including provision of services to third parties using the Software.

3.5. The User is prohibited from sublicensing the Software to third parties in whole or in part or otherwise transferring to third parties the right to use the Software or provision the third parties with access to the Software, including, but not limited to, selling, renting, leasing, renting and loaning or timesharing, distributing, disclosing, publishing the Software. The User may not do the same with respect to the Software activation codes, the user device on which the Software is installed and the Software documentation.

3.6. The User may not pledge its rights to the Software or encumber its rights to the Software in any other way.

3.7. The User may not provide network access to the Software for simultaneous use on several user devices or use by several users through one Account.

3.8. The User may not use the Software on behalf of a third party.

3.9. The User may not use the Software for any purposes related to warfare, defence and security.

3.10. The User is strictly prohibited from performing or causing to be performed the following actions with respect to Software:

3.10.1. directly or indirectly disassemble, decompile (convert object code into source code), translate, reconstruct, reverse engineer or otherwise attempt to obtain the source code of the Software and any of its components;

3.10.2. Make modifications to the Software, including changes to the object code of programmes or databases included in the Software, except for those changes made by means included in the Software and described in the documentation;

3.10.3. Create derivative or merged works based on or using the Software or components of the Software;

3.10.4. Change or remove any intellectual property rights notices or notations from or on the Software;

3.10.5. Disclose the Software source code if it became known to the User;

3.10.6. Introduce, upload, broadcast or otherwise transmit in or through the Software any illegal, dangerous, malicious or promotional information, material or code, interfere with or disrupt the network, equipment or server connected to or used to provide access to the Software, or prevent or interfere with the use of the Software by other Users, including by collecting or attempting to collect information about other Users, interfering with or disrupting the operation of the Software;

3.10.7. Perform, publish or disclose any assessment of the possibility of unlawful system penetration or vulnerability, benchmarking or other comparisons with respect to the Software;

3.10.8. Use the Software for purposes and in ways contrary to the applicable law.

3.11. The User acknowledges that the Software contains components to prevent use of the Software in violation of the Licensed Use. The User is not allowed to bypass licence management, security devices, access logs or other security features of the Software.

3.12. The User shall maintain confidentiality of all Software and activation codes provided by the Licensor, as well as the technology, documents, training materials, processes, algorithms, ideas, concepts, know-how and trade secrets implemented in or related to the Software, and shall do everything possible to prevent them from becoming known to others. The User agrees to take all actions necessary to prevent unauthorised access, disclosure, use, distribution, possession, modification, reproduction or transfer of the Software and its components.

3.13. The Software may contain materials, including software from third party licensors (third parties) or be created on their basis. The User may use third party materials only together with the Software and in accordance with the terms of the Licensed Use; the User may not use third party materials separately or combine them with any other software. Use of third party materials may be subject to separate or additional licences, restrictions and obligations, which (if applicable) are contained in the accompanying materials for the third party materials or the Software, in the "Third Party Licences" file.

3.14. Licensor may monitor User's use of the Software and compliance with the restrictions set forth in this Section, including, but not limited to, by monitoring User sessions and User connection data.

4. Eligible users

4.1. To be an eligible Software User under this Agreement, an individual must meet the following requirements:

4.1.1. Be legally capable of acting in accordance with applicable law;

4.1.2. Act on his own behalf, except as stated in clause 4.2 below;

4.1.3. Not have been previously blocked by Licensor for violating the terms of use of the Software.ΠΟ.

4.2. A legal entity may use the Software through a User who has been duly authorised to do so, including the right to enter into contracts on behalf of the relevant legal entity and to pay the licence fee for the Software.

4.3. Users are prohibited from committing any fraudulent actions in connection with accessing and using the Software.

5. User's Account

5.1. To use the Software, the User must create an Account on the Licensor's official website and provide the Licensor with complete and accurate information to the extent required.

5.2. The User is responsible for completeness and correctness, as well as for prompt updating of the provided information.

5.3. When creating an Account, the User will be asked to set a password. The User is responsible for the confidentiality of the password and bears all risks associated with its disclosure to third parties.

5.4. In the personal Account the User will be able to view and change the data entered by him/her, as well as information about the Software status and payment.

6. Access to Software

6.1. The User is granted the right to use the Software by providing access to download the Software from the Licensor's official website.

6.2. In case the Software is provided for a free trial period, the rights to the Software shall be deemed granted to the User at the moment of clicking the "Accept" button at the stage of installation of the Software downloaded from the Licensor's official website.

6.3. Upon expiry of the trial period, the rights to the Software shall be deemed granted to the User from the moment of payment of the licence fee or inserting the Software activation code.

6.4. The Licensor's obligations to the User to grant the Software rights shall be deemed fulfilled regardless of the actual use of the Software by the User during the paid period.

7. License fee

7.1. The rights to use the Software under this Agreement are granted to the User subject to payment of the licence fee for the relevant period ("subscription payment").

7.2. Licensor may, but is not obliged to, grant Users the right to use the Software free of charge for a limited period of time to test the functionality of the Software and decide whether to purchase a licence for the Software (trial period).

7.3. The Licensor also provides access to additional functionality of the Software for a separate one-off fee as described in section 9 below.

7.4. The amount of the licence fee and the available payment methods are indicated on the Licensor's official website.

7.5. The Licensor may unilaterally change the amount of the licence fee from time to time. For Users who purchased a licence for the Software prior to such change, the new licence fee shall be effective from the date of expiry of the previous licence period.

7.6. The User shall on his/her own monitor information about the paid licence period and changes in the amount of the licence fee for the new period.

8. License period

8.1. The licence to use the Software under this Agreement is granted to the User for the period for which the licence fee has been paid.

8.2. The minimum licence period is 30 (thirty) calendar days. The licence period starts from the moment of payment by the User and ends after 30 (thirty) calendar days. The licence term is calculated in hours, minutes, days. The User can control the paid licence period in his/her Account on the Licensor's official website.

8.3. The licence period may be unilaterally extended by the User an unlimited number of times upon payment of the licence fee for the use of the Software for the next period. The User may advance the licence fee for any number of 30-day periods.

8.4 The Software licence shall automatically terminate upon expiry of the paid license period.

9. Software modifications, new versions and new modules

9.1. The Licensor may, but is not obliged to, make improvements, modifications, new versions and new modules of the Software from time to time.

9.2. The User may access such improvements, modifications and new versions:

9.2.1. either by downloading them from the Licensor's official website, and their cost will be included in the total licence fee for the Software;

9.2.2. or by separately purchasing a new version of the Software or an additional module on the Licensor's official website.

9.3. The Licensor will inform all Users about the release of improvements, modifications, new versions and new modules of the Software, as well as the conditions for their purchase, by publishing information on the Licensor's official website and in the Software downloader.

9.4. All improvements, modifications, new versions and new modules of the Software will be automatically subject to the terms and conditions of this Agreement in the version current as of the date of the Licensor's release of the relevant updates.

9.5. In the event that Licensor releases modifications to the basic version of the Software, including but not limited to bug fixes and additions to the functionality of the Software, such changes shall be made available to all Users who have an active current subscription to the Software. The User will be prompted to download the relevant updates at the time of the next launch of the Software in the downloader module.

9.6. The fee for providing the updates provided for in clause 9.5 above is included in the User's licence fee and is not calculated or charged separately.

9.7. If the Licensor releases new software functionality (including, but not limited to, new tracks, training missions, new drone models), such functionality will be available to Users subject to additional purchase. Users are notified of the possibility to purchase new Software functionality via the Software downloader module and on the Licensor's official website. In order to purchase the new functionality of the Software, the User must additionally pay for it on the Licensor's official website, after which it will become available as part of the normal use of the Software. The payment for the respective release of the new functionality is made by the User once, thereafter the User is entitled to use both the basic and new functionality of the Software on the basis of monthly payment for the Software subscription as general.

9.8. If the User does not purchase the new functionality of the Software supplied for a separate fee it does not affect the functionality of the Software version available to the User and the Licensor's warranty in respect thereof.

10. Technical support

10.1. The only type of technical support provided under this Agreement is community support. The User may report a technical problem or ask a question on the Licensor's official website and get help or advice from the Licensor's representative and/or other users.

10.2. Licensor expressly excludes the obligation to provide technical support for the Software in any other form, as well as the obligation to solve problems and eliminate errors in the Software identified by Users.

10.3. The Parties may agree otherwise in a separate agreement, which may be concluded by the Parties in addition to this Agreement.

11. Intellectual Property

11.1. The Software and any of its components, as well as the documentation for the Software, are intellectual property owned or legally used by the Licensor, and are protected by the laws of the Russian Federation and international intellectual property laws.

11.2. Licensor reserves all intellectual property rights in the Software and its use, including copies, translations, adaptations, modifications, derivative works and improvements of the Software. This Agreement does not transfer to the User any right to the Software other than as expressly provided for in the Agreement.

11.3. The use of the Software and separate individual intellectual property items therein, including computer programs, databases, trademarks, design, names, logos, etc. in violation of the terms of this Agreement shall be deemed a violation of copyright law and shall be grounds for unilateral termination of this Agreement by Licensor.

11.4. The Licensor will assist in protecting the User against all third party claims and lawsuits related to the use of the Software. In the event of such a claim, the User shall immediately inform the Licensor of all claims brought by a third party and provide all necessary information relating to the dispute.

11.5. The Licensor declares that at the time of granting the rights to use the Software it is not aware of the rights of third parties that may be violated by entering into this Agreement and using the Software by the User.

11.6. Licensor undertakes to defend the User in any claim brought against the User by a third party claiming that the Software infringes patent or copyright rights existing in the Russian Federation as of the effective date of the Agreement and to compensate the User for damages in an amount not exceeding the licence fee for one payment period, provided that the User: (a) promptly notifies Licensor of the third party's claim; (b) provides all authority and assistance (at Licensor's expense) to settle the claim; and (c) shall not admit a claim.

11.7. Licensor shall not be liable: (a) for misuse of the Software; (b) for claims arising from combining the Software with a product or software supplied by someone other than Licensor; (c) if the Software has been modified in any way by anyone other than Licensor; (d) for claims arising from the User's failure to install updates, new versions, bug fixes, modifications or new editions provided by Licensor free of charge; (e) for any other loss or damage to the User or his/her attorneys' fees.

11.8. If a claim for patent and copyright infringement is made or is likely to be made, the Licensor may, at its own option and expense: (a) ensure that the User has the right to continue using the Software; (b) modify the Software so that it no longer infringes anyone's rights; (c) take back the Software (with cancellation of the Licence) and recognise a debt to the User in an amount proportional to the amount of the licence fee for the unused period. The User's refusal to use any of the above rights if the Software is found to be infringing shall release the Licensor from all liability for the infringement.

11.9. Clauses 11.6-11.8 above set out the full extent of the Licensor's liability and the User's sole rights and exclusive remedies in the event of the above described infringement. No other statutory, direct or indirect warranties for infringement of intellectual property rights shall apply.

12. Warranties

12.1. The Software is supplied "as is" and on an "as available" basis to the extent that an internet connection to the Licensor's server is required to use the Software, without warranty of any kind, either express or implied, except as expressly described in this section.

12.2. Licensor warrants that the Software, as first supplied by Licensor, will operate in accordance with the published user documentation for a warranty period of thirty (30) days, subject to the exceptions set out below.

12.3. Licensor will make best efforts to ensure that the Software is as operational and accessible as possible at all times, but by entering into this Agreement, the User agrees to Licensor's right to restrict access to the functionality of the Software from time to time as necessary, including, but not limited to, due to technical failures, bug fixing, installation of updates, etc., as well as the right to change the functionality of the Software.

12.4. In particular, Licensor expressly excludes the following warranties:

12.4.1. The backward compatibility of previous versions of the Software, subject to availability of a newer version or an update, access to which is provided to the User at no additional charge;

12.4.2. The suitability of the Software for the User's purposes and for a specific use, as well as the ability of the User to achieve specific results using the Software;

12.4.3. The suitability of the Software for use with specific hardware and software, including third party software, specific models of drones and peripheral infrastructure, and the compatibility of the Software with specific operating systems or hardware of user devices;

12.4.4. Uninterrupted and error-free operation of the Software;

12.4.5. Fixation of detected errors and deficiencies of the Software.

12.5. The Licensor is not responsible for the User's inability to use the Software or incorrect operation of the Software due to the specifics of the User's end devices or the quality of the User's Internet connection. The issues of setting up the User's Internet connection and the User's access to the Licensor's server are not covered by this Agreement and are resolved by the User independently.

12.6. The User is obliged to independently assess the legality of downloading, installing and using the Software in accordance with the laws of the User's state. The Licensor does not give any guarantees regarding the legality and technical availability of the Software use in the User's state in case the Software use may be restricted by the local legislation.

12.7. No express or implied warranty to the User by Licensor shall apply and Licensor shall have no responsibility or liability to the User if: (a) the Software is not used in accordance with the applicable documentation and the terms of Licensed Use; (b) the Software is altered, modified or edited by or on behalf of User; (c) User's computer hardware and other devices do not function properly, or if the power supply system or external electrical equipment is defective; (d) the User uses the Software with any computer hardware or software that is not approved or recommended in the Licensor's documentation as compatible with the Software; (e) the claimed defect in the Software cannot be reproduced by the Licensor; (f) the Software has not been downloaded from the Licensor's Official Website; (g) the User has not downloaded the latest Software updates provided by the Licensor free of charge.

12.8. The User assumes all responsibility for: (a) the selection of the Software; (b) the proper installation and use of the Software; (c) verifying the results of using the Software; and (d) taking appropriate measures to prevent loss or theft of data.

12.9. Licensor assumes no obligation or liability for any injury, damage to any person or damage to any property as a result of the User's use of the Software.

12.10. The User understands and agrees that he/she uses the Software at his/her own discretion and risk and is fully responsible for any injury, death, damage to property, including

computer information, user or third party devices, that results from the use or inability to use the Software.

12.11. The warranties provided in this Agreement are exclusive and in lieu of all other written, implied, statutory or other warranties, including, but not limited to, warranties of quality, non-infringement and fitness for a particular purpose, as well as warranties arising from principles of law, custom and business practices. The Licensor's remedies set out in this Agreement shall be the User's sole remedies for breach of warranties.

12.12. No oral or written information, advice or materials received by the User from the Licensor, its agents and employees shall extend the warranties set out in this section.

13. Licensor's liability

13.1. The Licensor shall not be liable for any direct or indirect damages, including loss of profit, loss of confidential information, loss of use, loss or corruption of data, data recovery, or breach of data or system security, resulting from the use of the Software, including due to possible errors or misprints in the Software, even if the Licensor has been advised of the possibility of such damages.

13.2. Any liability of the Licensor, regardless of the grounds for liability, is limited to the amount of the licence fee paid by the User for the period of use of the Software in which the grounds for liability arose.

13.3. To the extent permitted by applicable law, these limitations on Licensor's liability apply regardless of the cause of liability, whether breach of the Agreement or tortious act (including negligence), whether based on obligation, breach, warranty, statute or otherwise.

14. User's liability

14.1. The User shall be liable for damages resulting from unauthorised disclosure or use of the Software or its components, as well as for any other breach of this Agreement.

14.2. The User shall be liable for any damage arising from their use of the Software and the information contained in or generated by the Software, as well as the related use (or failure to use properly) of any other equipment or software provided by the Licensor or third parties.

14.3. The User undertakes to indemnify the Licensor for any costs, including legal costs, and to defend the Licensor against any claims, disputes, losses, other liability arising from (a) the User's use of the Software; (b) the User's breach of this Agreement; (c) infringement by the User of third party rights, including intellectual property rights or confidentiality of information; (d) any dispute between the User and a third party; (f) violation by the User of the legal requirements of the User's state.

14.4. In the event of breach of this Agreement by the User, including breach of the Licensed Use, the Licensor may, at its discretion:

14.4.1. unilaterally terminate this Agreement without reimbursing the User for any costs or losses, and/or

14.4.2. suspend or block the User's Account for a specified period of time.

14.5. The Licensor shall notify the User to the email address specified by the User about the termination of the Agreement, suspension or blocking of the Account.

14.6. The Licensor shall not be liable in any way for the User's inability to access the Account in accordance with clause 14.1 above and any losses incurred in connection therewith.

14.7. The above measures are complementary and do not exclude any other remedies available to the Licensor, and the termination of the licence does not affect the basis of the action if it arose for the Licensor prior to the termination.

15. Applicable law and dispute resolution

15.1. The present Agreement is governed by the laws of Russian Federation without regard to conflict of law principles.

15.2. All disputes arising in relation to entering, performing or termination of the present Agreement shall be resolved via negotiations of the Parties. In the event of failure to settle disputes by negotiation, compliance with the pre-claim procedure shall be compulsory; the deadline for responding to the claim shall be 30 (thirty) calendar days.

15.3. If the dispute is not resolved in the pre-claim procedure, any such dispute, controversy or claim which may arise out of or in connection with the present Agreement, or the entering into force, conclusion, alteration, execution, breach, termination or validity thereof, shall be settled by arbitration at the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its applicable regulations and rules.

An arbitral award shall be final for the parties.

It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on existence of jurisdiction as a matter of preliminary nature.

15.4. The Parties agree that they may bring claims against each other only in the individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless the Parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15.5. The Parties agree that the Official site of the Licensor shall be deemed a passive website that does not give rise to personal jurisdiction over the Licensor, either specific or general, in jurisdictions other than Russian Federation.

16. Validity of the Agreement

16.1. This Agreement comes into effect from the moment the User clicks the "Accept" button at the Software installation stage or from the moment the User starts using the Software, whichever is earlier, and is valid without limitation for the entire period of validity of the User's account in the Licensor's system.

16.2. The User has the right to unilaterally withdraw from this Agreement at any time by sending an application to the Licensor's email.

16.3. In case of termination of this Agreement for any reason:

16.3.1. the User's access to the Software is terminated, the Software subscription status is changed to "inactive";

16.3.2. the User is obliged to destroy all copies of the Software and activation codes, stop using and uninstall the Software;

16.3.3. the Software licence is terminated.

16.4. In the event of termination of this Agreement due to the unilateral withdrawal of the User in the absence of violations by the User, the licence fee paid by the User for the unused period shall remain on the User's balance in the Account and may be used to pay for the Software in the event

of renewal of this Agreement, unless otherwise agreed in a separate agreement which may be concluded by the Parties in addition to this Agreement.

16.5. In case of termination of this Agreement by Licensor due to the Users' breach of the terms of the Agreement as defined in Section 14, the unused portion of the User's licence fee for the current period shall not be refunded and shall be considered a penalty for breach of the terms of the Agreement.

17. Consent to electronic communications

17.1. The User confirms his/her consent to communications with him/her, including electronic communications, via the contact details specified in his/her personal Account.

17.2. In the absence of a mandatory indication of the law to the contrary, the messages sent to the User by the Licensor via the contact details specified in the User's Account shall be deemed to be a proper notification of the User.

18. Consent with other documents included in the license

18.1. By accepting the terms and conditions of this Agreement, the User also agrees to the provisions of the following documents published on the Licensor's official website, incorporated herein by reference:

- Terms and Conditions of the Licensor's official website;
- Personal Data Policy;
- Cookies Policy.

19. General terms

19.1. The current version of this Agreement shall be published on the Licensor's official website.

19.2. The Licensor is entitled to change the terms and conditions of this Agreement unilaterally and out of court at any time, of which the Users are notified on the Licensor's official website. Continued use of the Software means the User's consent to the new version of this Agreement. If the User does not agree with the new version of the Agreement, the User shall be entitled to unilaterally terminate the Agreement by giving notice thereof through the User's personal Account in accordance with the procedure set out in clause 8.5 above.

19.3. Recognition of any provision of the Agreement as illegal, invalid or unenforceable shall not affect the validity of the remaining provisions.

19.4. Those provisions of the Agreement, which by their nature must continue in force after the termination or cancellation of the Agreement, shall remain in force.