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**End User License Agreement**

Please read this End User License Agreement (hereinafter referred to as the “Agreement”) carefully before you begin downloading, installing, copying and/or using the UAVPROF Drone Simulator software (hereinafter referred to as the “Software”).

Once the download is complete,installation, copying and/or starting to use the software, in particular by clicking “Accept” at the software download stage, youYou confirm that you have read, understood and undertake to comply with the terms of this Agreement in full, that none of its terms are excessively burdensome for you, and that you meet all the requirements specified in this Agreement for persons who have the right to use the Software.

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

1. **Terms**
	1. “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 established by Section 4 of this Agreement.
	2. "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, industrial designs and other intellectual property rights recognized in any jurisdiction throughout the world, including all applications for such rights and registrations of such rights.
	3. "Licensor" - Limited Liability Company "STRATUS", OGRN: 1223900003800, INN 3906412175,Address: 236022, Kaliningrad region, Kaliningrad city, Sovetskypr-kt, house 18, floor 1, room II.
	4. “Licensed Use” means use of the Software in accordance with the terms and license metrics defined in this Agreement.
	5. "Official website of the Licensor" - a website on the Internet at: https://uavprofsim.com/
	6. "SOFTWARE" – UAVPROF Drone Simulator – professional software for flight simulation (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 on an exclusive basis or used by the Licensor on another legal basis. The SOFTWARE may also include accompanying 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 the Licensor to the User under this License or a separate agreement.

* 1. "Account" - a User account created in the Licensor's system after the user has registered on the Licensor's Official Website.
1. **Subject of the Agreement**
	1. This Agreement is an accession agreement within the meaning of Articles 428, 1286 of the Civil Code of the Russian Federation, concluded between you (hereinafter referred to as the “User”) and the Limited Liability Company “STRATUS” (hereinafter referred to as the “Licensor”), hereinafter collectively referred to as the “Parties”, and individually as a “Party”.
	2. In accordance with the terms of this Agreement, the Licensor grants the User a simple (non-exclusive) license to use the Software in the manner and on the terms specified in the Agreement, and the User undertakes to pay the license fee and comply with the rules and restrictions established by this Agreement regarding the use of the Software. In the part where the Licensor's online services are provided for the use of the Software, this Agreement also contains elements of a service agreement.
	3. This Agreement is concluded by the User's accession to the terms of this Agreement, posted on the Licensor's Official Website, as well as included in the software download package. This Agreement is considered concluded and effective from the moment the User clicks the "Accept" button at the software installation stage, but in any case no later than the start of actual use of the software.
2. **Scope of rights granted**
	1. The Licensor, subject to the User's compliance with the terms of the Agreement and payment of the license fee, grants the User a simple (non-exclusive) license for the Software, limited to the right to install, launch and useSoftware in accordance with the software documentation.
	2. Unless otherwise specified in a separate agreement that may be concluded by the Parties in addition to this Agreement, the license for the Software is personal, single-user and grants the User the right to install and use 1 (one) copy of the Software on one user device at a time. The User has the right to reinstall the Software in the event of a 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. The User has the right to create a single archival copy, which must include a notice of the Licensor's exclusive rights to the Software.
	4. Unless otherwise specified in a separate agreement that may be concluded by the Parties in addition to this Agreement, the User has the right to use the Software exclusively for personal purposes. The User is prohibited from any commercial use of the Software, including the provision of services to third parties using the Software.
	5. The User shall not have the right to sublicense the Software to third parties in whole or in part or in any other way transfer the right to use the Software to third parties or actually provide third parties with access to the Software, including, but not limited to, sale, rental, lease, lease and provision of temporary use or on a time-sharing basis, distribution, disclosure, publication of the Software. The User shall not have the right to perform similar actions in relation to the activation codes of the Software, the user device on which the Software is installed and the documentation for the Software.
	6. The User has no right to transfer his rights to the Software as collateral or encumber the rights to the Software in any other way.
	7. The User has no right to provide network access to the Software for its simultaneous use on several user devices, or for use by several users through one Account.
	8. The User has no right to use the Software on behalf of a third party.
	9. The User shall not have the right to use the Software for any purposes related to the conduct of military operations, as well as to ensuring defense and security.
	10. The User has no right to perform the following actions independently or allow third parties to perform the following actions:
		1. Directly or indirectly disassemble, decompile (convert object code into source code), translate, reverse engineer, reverse engineer, or otherwise attempt to obtain the source code of the SOFTWARE or any of its components;
		2. Make modifications to the software, including making changes to the object code of programs or databases included in the software, with the exception of those changes that are made by means included in the software package and described in the documentation;
		3. Create derivative or combined works based on or using the Software, or separate components of the Software;
		4. Change or remove any proprietary notices or legends from or in the Software;
		5. Disclose the source code of the software that has become known to the User;
		6. Enter, upload, broadcast or otherwise transmit to or through the Software any illegal, dangerous, harmful or advertising information, materials or code, interfere with or disrupt the operation of the network, equipment or server connected to or used to provide access to the Software, or hinder 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;
		7. Produce, publish or disclose any penetration or vulnerability assessments, benchmarking or other comparisons with respect to the Software;
		8. Use the software for purposes and in ways that contradict applicable law.
	11. The User acknowledges that the Software contains measures that prevent the use of the Software in violation of the Licensed Use. The User is not allowed to bypass license management, security devices, access logs or other means of protecting the Software.
	12. The User is obliged to ensure strict confidentiality of all Software and activation codes provided by the Licensor, as well as technology, documents, training materials, processes, algorithms, ideas, concepts, know-how and trade secrets implemented in the Software or related to it, and to do everything possible to ensure that they do not become known to other persons. The User undertakes to perform all actions necessary to prevent unauthorized access, disclosure, use, distribution, possession, modification, reproduction or transfer of the Software and its components.
	13. The Software may contain materials, including software, of third-party licensors (third parties) or be created based on them. The User has the right to use third-party materials only together with the Software and in accordance with the terms of the Licensed Use; he has no right to usethird party materials separately or combine them with any other software. Use of third party materials may be governed by separate oradditional licenses, restrictions and obligations that (if applicable) are contained in the accompanying materials for third party materials or software, in the file "third party licenses".
	14. The Licensor has the right to monitor the User’s use of the Software and compliance with the restrictions established in this section,including, but not limited to, by monitoring user sessions and User connection data.
3. **Allowed Users**
	1. In order to become a User of the Software under this Agreement, an individual must meet the following requirements:
		1. Be legally competent in accordance with applicable law;
		2. Act on its own behalf, except as specified in paragraph 4.2 below;
		3. Not have been previously blocked by the Licensor for violating the terms of use of the software.
	2. A legal entity may use the Software through a User who has been duly granted the relevant powers, including the right to conclude contracts of the relevant type on behalf of the relevant legal entity and to pay the license fee for the Software.
	3. Users are prohibited from committing any fraudulent actions in connection with gaining access to and using the Software.
4. **User Account**
	1. To use the Software, the User must create an Account on the Official Website of the Licensor and provide the Licensor with complete and reliable information in the required volume.
	2. The user is responsible for the completeness and correctness of the information provided, as well as for promptly updating it.
	3. When creating an Account, the User will be asked to set a password. The User independently ensures the confidentiality of the set password and bears all risks associated with its disclosure to third parties.
	4. In the personal account, the User will be able to view and change the data entered by him, as well as information about the status of the software license (active/inactive) and payment.
5. **Procedure for granting rights to software**
	1. The User is granted the right to use the Software by providing access for downloading on the Official Website of the Licensor.
	2. In the event that the software is provided for a free trial period, the rights to the software are considered to be granted to the User at the moment of clicking the “Accept” button at the stage of installing the software downloaded from the Official Website of the Licensor.
	3. Upon expiration of the trial period, the rights to the software are considered to be granted to the User from the moment of payment of the license fee or entry of the software activation code available to the User.
	4. The Licensor's obligations to provide rights to the Software to the User are considered fulfilled regardless of the actual use of the Software by the User during the paid period.
6. **License fee**
	1. The rights to use the Software under this Agreement are granted to the User subject to payment of a license fee.
	2. The Licensor has the right, but is not obligated, to grant Users the right to use the Software free of charge for a limited period to test the functionality of the Software and make a decision on purchasing a license for the Software (test period).
	3. The Licensor also provides, for a separate one-time fee, access to additional functionality of the Software, as described in Section 9 below.
	4. The amount of the license fee and available payment methods are indicated on the Official Website of the Licensor.
	5. The Licensor has the right to unilaterally change the amount of the license fee from time to time, and Users who purchased a license for the Software prior to such change are not obligated to make any additional payments.
7. **Term of granting the right**
	1. The license to use the Software under this Agreement is granted to the User for the entire term of the Licensee's exclusive right.
	2. The term of the license provision begins from the moment the User makes payment.. The user can track the status of his license in his personal account on the official website of the Licensor.
8. **Modifications, new versions and software modules**
	1. The Licensor has the right, but is not obligated, to make improvements, release modifications, new versions and new modules of the Software from time to time.
	2. The user can access the following improvements, modifications and new versions:
		1. or by downloading them additionally from the Official Website of the Licensor, in which case their cost will be included in the total license fee for the software;
		2. or by separately purchasing a new version of the software or an additional module on the Official Website of the Licensor;
	3. The Licensor will inform Users about the release of improvements, modifications, new versions and new software modules, as well as the terms of their acquisition, by posting information on the Official Website of the Licensor, as well as in the software loader module.
	4. All improvements, modifications, new versions and new modules of the Software will be automatically subject to the terms of this Agreement in its version valid on the date of release of the relevant updates by the Licensor.
	5. In the event that the Licensor releases changes to the basic version of the Software, including, but not limited to, error corrections and additions to the functionality of the Software, such changes are provided to all Users who have an active current license for the Software. The User will be offered to download the relevant updates at the stage of the next launch of the Software in the loader module.
	6. The fee for providing updates, as provided in paragraph 9.5 above, is included in the User’s license fee and is not calculated or charged separately.
	7. In the event that the Licensor releases new software functionality (including, but not limited to, new routes, training missions, new devices), such functionality is available to Users subject to its additional purchase. Users are notified of the possibility of purchasing new software functionality via the software loader module, as well as on the Official Website of the Licensor. To purchase new software functionality, the User must additionally pay for it on the Official Website of the Licensor, after which it will become available as part of the normal use of the software. The User pays for the corresponding release of new functionality once, subsequently the User has the right to use both the original and the new software functionality.
	8. The User’s failure to purchase new software functionality supplied for a separate fee does not affect the functionality of the User’s existing version of the software or the Licensor’s guarantees regarding it.
9. **Technical support for software**
	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 Official Website of the Licensor and receive assistance or advice from a representative of the Licensor and/or other users.
	2. The 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.
	3. Otherwise, the Parties may agree in a separate agreement, which may be concluded by the Parties in addition to this Agreement.
10. **Intellectual property**
	1. The software and any of its components, as well as the software documentation, are objects of intellectual property owned by the Licensor on an exclusive basis or used by it on another legal basis, and are protected by the legislation of the Russian Federation and international legislation on intellectual property.
	2. The Licensor reserves all intellectual property rights in relation to the Software and its use, including copies, translations, adaptations, modifications, derivative works and improvements to the Software. Under this Agreement, the User is not granted any other right to the Software other than that expressly provided for in the Agreement.
	3. The use of the Software and individual intellectual property objects included therein, including computer programs, databases, trademarks, design elements, names, logos, etc. in violation of the terms of this Agreement shall be recognized as a violation of copyright law and shall be grounds for unilateral termination of this Agreement by the Licensor.
	4. The Licensor will assist in protecting the User from all claims and suits of third parties related to the use of the Software. In the event of such a claim, the User must immediately inform the Licensor of all claims made by the third party and provide all necessary information regarding this dispute.
	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 the conclusion of this Agreement and the use of the Software by the User.
	6. The Licensor undertakes to defend any claim brought against the User by a third party alleging that the Software infringes patent or copyright rights existing in the Russian Federation on the effective date of the Agreement and to compensate the User for direct actual damages in an amount not exceeding the amount of the license fee for one accounting period, provided that the User: (a) promptly notifies the Licensor of the third party's claim; (b) provides all authority and assistance (at the Licensor's expense) to settle the claim; (c) does not acknowledge the claim until a court decision.
	7. The Licensor shall not be liable: (a) for the use of the Software for other than its intended purpose; (b) for claims resulting from the combination of the Software with a product or software supplied by someone other than the Licensor; (c) for cases where any changes were made to the Software by anyone other than the Licensor; (d) for claims resulting from the User’s failure to install updates, new versions, error corrections, changes or new editions provided free of charge by the Licensor; (e) for any other losses and damages of the User or his/her attorneys’ fees.
	8. In the event of a claim or likelihood of a claim in connection with the infringement of patent and copyright, the Licensor has the right, at its own discretion and at its own expense: (a) to provide the User with the right to continue using the Software; (b) to modify the Software so that it ceases to infringe anyone's rights; (c) to take back the Software (with the cancellation of the License) and to acknowledge the debt to the User in an amount proportional to the amount of the license fee for the unused period. The User's refusal to exercise any of the above rights in the event the Software is recognized as infringing anyone's rights releases the Licensor from all liability for the infringement.
	9. Clauses 11.6-11.8 above set out the entire scope of the Licensor's liability and the User's sole rights and exclusive remedies in the event of the above-described violation. No other statutory, direct or indirect warranties in the event of infringement of intellectual property rights shall apply.
11. **Licensor's Warranties**
	1. BYis 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 any express or implied warranties, except as expressly described in this section.
	2. Licensor warrants that the Software, as first delivered by Licensor, will actually operate in accordance with the published user documentation for the warranty period, which is thirty (30) days, subject to the exceptions set forth below.
	3. The Licensor will strive to ensure maximum functionality and availability of the Software at all times, however, by joining this Agreement, the User agrees to the 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, error correction, installation of updates, etc.
	4. In particular, the Licensor expressly excludes the following warranties:
		1. Backward compatibility of previous versions of the software, provided that there is a newer version or update, access to which is provided to the User at no additional charge;
		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;
		3. The suitability of the software for use with certain software and hardware, including third-party software, specific models of unmanned aerial vehicles and peripheral infrastructure, as well as the compatibility of the software with certain operating systems or hardware of user devices;
		4. Guarantees of uninterrupted operation and absence of errors in the software;
		5. Guarantees for the elimination of identified errors and software deficiencies;
	5. The Licensor shall not be liable for the User's inability to use the Software or for incorrect operation of the Software due to the specifics of the User's end devices or the quality of the User's Internet connection. Issues related to 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.
	6. The User is obliged to independently assess the legality of downloading, installing and using the Software in accordance with the legislation of the User's country. The Licensor does not provide any guarantees regarding the legality and technical availability of using the Software in the User's country if the use of the Software may be restricted by local legislation.
	7. No express or implied warranties of any kind whatsoever from the Licensor to the User shall apply, and the Licensor shall have no liability or responsibility to the User, if: (a) the Software is not used in accordance with the applicable documentation and the terms of the Licensed Use; (b) the Software is altered, modified or edited by the User or at the User’s request; (c) the User’s computer hardware and other devices do not function properly, or there are defects in the power supply system or external electrical equipment; (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 was not downloaded from the Licensor’s Official Website; (g) the User has not downloaded the latest Software updates provided by the Licensor free of charge.
	8. The User assumes full responsibility for: (a) selecting the Software; (b) properly installing and using the Software; (c) checking the results of using the Software; (d) taking appropriate measures to prevent loss or theft of data.
	9. The Licensor assumes no liability or responsibility for any injury, damage to any person or damage to any property resulting from the User's use of the Software.
	10. The User understands and agrees that he/she uses the Software at his/her own discretion and risk and bears full responsibility for any injuries, death, damage to property, including computer information, user or third-party devices, that result from the use or inability to use the Software.
	11. The warranties provided in this Agreement are exclusive and replace 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, customs and rules of business turnover. The Licensor's liability measures set out in this Agreement are the User's sole remedies for breach of warranties.
	12. No oral or written information, advice or materials received by the User from the Licensor, its agents and employees shall extend the validity of the warranties specified in this section.
12. **Liability of the Licensor**
	1. The Licensor shall not be liable for any direct or indirect damages, including lost profits, loss of confidential information, inability to use, loss or damage of data, their recovery or breach of data or system security, arising as a result of the use of the Software, including due to possible errors or typos in the Software package, even if the Licensor has been informed of the possibility of such damages.
	2. Any liability of the Licensor, regardless of the grounds for its occurrence, is limited to the amount of the license fee paid by the User for the period of use of the Software in which the grounds for applying liability measures arose.
	3. To the extent permitted by applicable law, these limitations of Licensor's liability shall apply regardless of the basis of liability, whether for breach of the Agreement or for tort (including negligence), based on liability, breach, warranty, statute or otherwise.
13. **User's Responsibility**
	1. The User shall be liable for damage caused as a result of unauthorized disclosure or use of the Software or its components, as well as for any other violation of this Agreement.
	2. The User shall be liable for any damage arising from his use of the Software and information contained in the Software or created by the Software, as well as the related use (or impossibility of proper use) of any other equipment or software provided by the Licensor or third parties.
	3. The User undertakes to reimburse the Licensor for any expenses, including legal costs, and to defend the Licensor from any claims, disputes, losses, or other liability arising as a result of (a) the User's use of the Software; (b) the User's violation of this Agreement; (c) the User's violation of the rights of third parties, including intellectual property rights or confidentiality of information; (d) any dispute between the User and a third party; (f) the User's violation of the requirements of the legislation of the User's country using the Software.
	4. In the event of a violation by the User of this Agreement, including a violation of the Licensed Use, the Licensor has the right, at its sole discretion:
	5. unilaterally terminate this Agreement without reimbursing the User for any expenses or losses, and/or
	6. suspend or block the User Account for a specified period of time.
	7. The Licensor shall notify the User to the e-mail address specified by him of the termination of the Agreement, suspension or blocking of the Account.
	8. The Licensor shall not bear any liability for the User’s inability to access the account in accordance with paragraph 14.1 above and any losses incurred in connection therewith.
	9. The above measures are complementary in nature and do not exclude the use of any other legal remedies available to the Licensor, while the cancellation of the license does not in any way affect the basis for filing a claim if it arose for the Licensor prior to the cancellation.
14. **Applicable Law and Dispute Resolution**
	1. The current legislation of the Russian Federation shall apply to relations under this Agreement.
	2. Disputes arising in connection with the conclusion, execution or termination of this Agreement shall be resolved through negotiations between the Parties. In the event that it is impossible to resolve disputes through negotiations, compliance with the claim procedure is mandatory, the response period to the claim is 30 (thirty) calendar days.
	3. Otherwise, the Parties may agree in a separate agreement, which may be concluded by the Parties in addition to this Agreement; the User’s claims must be sent to the legal address of the Licensor.
	4. If the dispute is not resolved through the claim procedure, the Parties shall submit it for consideration to the competent court at the location of the Licensor.
15. **Effect of the Agreement**
	1. This Agreement shall enter into force from the moment the user clicks the “Accept” button during the software installation stage or from the moment the actual use of the software begins, whichever occurs first, and shall be valid indefinitely for the entire period of the User’s account in the Licensor’s system.
	2. The User has the right to unilaterally terminate this Agreement at any time by sending a statement to this effect to the Licensor’s e-mail.
	3. In the event of termination of this Agreement for any reason:
		1. the User's access to the software is terminated, the status of the software license is changed to "inactive";
		2. The User is obliged to destroy all copies and instances of the Software and activation codes in his/her possession, stop using and uninstall the Software;
		3. the software license is terminated.
	4. In the event of termination of this Agreement due to the unilateral refusal of the User in the absence of violations on the part of the User, the license fee paid by the User for the unused period remains on the User's balance in the personal account and can be used to pay for the software in the event of renewal of this Agreement, unless otherwise specified in a separate agreement that may be concluded by the Parties in addition to this Agreement.
	5. In the event of termination of this Agreement by the Licensor due to the User's violation of the terms of the Agreement, as defined in Section 14, the unused portion of the User's license payment for the current period is not refunded and is considered a penalty for violating the terms of the Agreement.
16. **Consent to Electronic Communications**
	1. Within the framework of this Agreement, the User confirms his/her consent to the implementation of communications with him/her, including electronic ones, using the contact information specified in the personal account.
	2. In the absence of a mandatory indication of the law to the contrary, messages sent to the User by the Licensor using the contact information specified in the personal account are considered proper notification of the User.
17. **Agreement with other documents that will be included in the license: Site Rules, Personal Data Policy**
	1. By accepting the terms of this Agreement, the User also agrees to the provisions of the following documents posted on the Official Website of the Licensor, incorporated into this Agreement by reference:
	2. User Agreement of the Official Website of the Licensor;
	3. Licensor's policy on handling personal data;
	4. Cookie Policy of the Official Website of the Licensor.

1. **Other**
	1. The current version of this Agreement is posted on the Official Website of the Licensor.
	2. The Licensor has the right to unilaterally and extrajudicially change the terms of this Agreement at any time, of which Users are notified on the Official Website of the Licensor. Continued use of the Software means the User's consent to the new version of this Agreement. In the event of the User's disagreement with the new version of the Agreement, he/she has the right to terminate it unilaterally by sending a notice of this through the user's personal account in the manner established in paragraph 8.5 above.
	3. If any provision of the Agreement is found to be illegal, invalid or unenforceable, this shall not affect the validity of the remaining provisions.
	4. Those provisions of the Agreement which by their nature are intended to survive termination or cancellation of the Agreement shall remain in effect.