

## END USER LICENSE AGREEMENT

This License Agreement (hereinafter the Agreement) is a legal agreement between you (an individual or legal entity) (hereinafter the End User) and ASCON-Systemy Proektirovaniya LLC, Russia, St. Petersburg (hereinafter referred to as ASCON). The agreement establishes the procedure, conditions, territory, scope, rights, restrictions and other rules for using KOMPAS (see clause 1.1).

Carefully read the terms and conditions of the Agreement before you begin the installation, and/or copying, and/or any use of KOMPAS. From the moment you perform any of these actions, this Agreement is considered concluded, and thereby you express your consent to accept these terms and conditions as binding.

If you do not agree with the terms of the Agreement, then, without installing KOMPAS on your computer, return it to ASCON or its official representative in accordance with the conditions listed at the end of the Agreement. Refusal to install KOMPAS on your computer does not exempt you from the fulfilment of the terms of the Agreement specified in article 4.

The agreement grants you the right to use KOMPAS only if KOMPAS is original (for more details, see article 9).

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

### 1. General provisions

1.1. The agreement relates to ASCON software under the trademarks KOMPAS-3D, KOMPAS-Graphic, libraries and applications (additional software) included in the specified software, any updates and/or modifications, any of their components (parts) (including fonts, texts (including documentation for the software or its part) and other copyright objects) (collectively referred to as KOMPAS).

1.2. KOMPAS may include software developed by partner companies of ASCON and/or other developers. If such software has its own licensing agreement with the End User, the provisions of this Agreement shall not apply to it. In all other cases, all conditions specified below apply both to KOMPAS as a whole and to all its components separately.

ASCON guarantees that it has the appropriate rights with respect to the software included in the KOMPAS package developed by partner companies of ASCON and/or other developers.

1.3. All exclusive rights to KOMPAS, libraries and applications (additional software), any copies or components (parts) of KOMPAS (including fonts, texts (including documentation for KOMPAS or its part) and other copyright objects) are the property of ASCON and are protected by copyright laws of the Russian Federation, as well as the provisions of this Agreement.

1.4. ASCON, KOMPAS, ASCON and KOMPAS logos are the registered trademarks of ASKON JSC and are protected by the copyright laws of the Russian Federation. ASCON guarantees that it has the appropriate rights to use these logos and trademarks.

### 2. Types of licenses for the use of KOMPAS, licensing rights, their use and restrictions. Security system and KOMPAS license activation

#### 2.1. Simple (non-exclusive) license to use KOMPAS

A simple (non-exclusive) license to use KOMPAS is a fully featured KOMPAS license consisting of one or more components, depending on the configuration you have chosen. It may have both local and network version of work (see section 2.6.), depending on your choice. It may include 32- and 64-bit version. You have the right to install and use only one of them at a time.

A simple (non-exclusive) license to use KOMPAS can be granted as permanent or temporary one. The type of license that you chose during the execution of the contract and/or agreement with ASCON and/or its authorized representatives will be indicated in the documents confirming the legitimate purchase of KOMPAS.

2.1.1. Permanent license is a simple (non-exclusive) license to use KOMPAS granted by ASCON to both individuals and legal entities on an irrevocable basis for the entire duration of the exclusive rights under the terms of this Agreement.

2.1.2. Temporary license is a simple (non-exclusive) license to use KOMPAS granted by ASKON to both individuals and legal entities for a period of one month or more. The term of use of such a license, its conditions and restrictions are stipulated by separate contracts and/or agreements with ASCON and/or its authorized representatives.

If during the specified period of time you have not purchased a fully featured permanent KOMPAS license (clause 2.1.1), you agree that after the specified period of time KOMPAS ceases to work, this License Agreement will cease to be valid with regard to your rights to use (with the exception of the provisions specified in clause 3.4) and you will have to delete KOMPAS and all its parts from your computer and destroy all copies of KOMPAS or any of its parts both on tangible media and on hard disk drive.

## 2.2. *Time-limited modes of using fully featured KOMPAS*

During the use of the KOMPAS time-limited operating mode, you have the right to simultaneously use a legally acquired previous version or license of KOMPAS.

In everything that is not specified separately, KOMPAS used in the time-limited mode, is subject to all rights, conditions and restrictions specified in this Agreement.

“KOMPAS trial operation mode”, or “KOMPAS trial operation period” (hereinafter referred to as the Trial mode), is a license provided by ASCON or its official representatives, or through the ASCON official website via the Internet for acquaintance with KOMPAS functionality. The trial mode is valid for 30 (thirty) days from the moment of the first launch and is available only in the local (single-user) version with a software security system that is automatically activated upon the first launch of KOMPAS.

A warning that the Trial mode is on will be present in the KOMPAS session.

Using the Trial mode of KOMPAS, you agree that:

- 2.2.1. ASCON is not responsible or liable for ensuring version compatibility of all KOMPAS software components.
- 2.2.2. ASCON does not provide any materials other than accompanying texts in electronic form that are part of KOMPAS distribution, and no other security system other than software.
- 2.2.3. After the specified period, KOMPAS will cease to work if you do not purchase a fully featured license.
- 2.2.4. Trial mode of KOMPAS may have limitations in functionality.

If during the period of time specified in this clause you have not purchased a fully featured permanent KOMPAS license (clause 2.1.1), you agree that after the specified period of time KOMPAS ceases to work, this License Agreement will cease to be valid with regard to your rights to use (with the exception of the provisions specified in clause 3.4) and you will have to delete KOMPAS and all its parts from your computer and destroy all copies of KOMPAS or any of its parts both on tangible media and on hard disk drive.

## 2.3. *KOMPAS training licenses*

2.3.1. “Training license” is a fully featured KOMPAS license granted by ASCON exclusively to educational institutions (organizations licensed for educational activities) exclusively for educational purposes and for no other purpose.

This type of license can only be multi-user (network) (see clause 2.1.2). The license is granted on an irrevocable basis for the entire duration of the exclusive rights, unless otherwise specified by this Agreement or by individual contracts and/or agreements with ASCON and/or its authorized representatives.

2.3.2. “Teacher license” is a fully featured KOMPAS license provided by ASCON for educational purposes only (and for no other purpose) to teachers who are staffed by organizations licensed for educational activities and have KOMPAS Training licenses.

Teacher license can only be single-user (local). The license is granted for a period of 1 (One) calendar year from the date of its receipt.

ASCON does not provide for this license any printed materials other than accompanying.

Details of the licenses specified in clauses 2.3.1 and 2.3.2, are presented on the website "ASCON in education" - <http://edu.ascon.ru>.

## 2.4. *Software provided as an Upgrade or KOMPAS Service Pack*

2.4.1. Software provided as KOMPAS Upgrade.

2.4.1.1. Software designated as KOMPAS “Upgrade” or “Service Pack” as well as “Service Pack” (abbreviated as SP) (hereinafter referred to as Upgrade) replaces or supplements your current KOMPAS license (subject to updating, available on your ASCON website in the article [http://support.ascon.ru/conditions/available\\_versions](http://support.ascon.ru/conditions/available_versions)).

2.4.1.2. The Upgrade does not provide you with an additional KOMPAS license. The KOMPAS

license to be upgraded and the Upgrade for it are a single license, and all conditions of use and restrictions described in this Agreement apply to it as a whole.

Therefore, after installing the software supplied as an Upgrade, you are not entitled to use the previous KOMPAS license (or version). Such right may be granted only by separate agreement with ASCON (and only with it).

The previous license or the KOMPAS version to be upgraded cannot be, including (but not limited to this list) transferred, transmitted, installed and used on another computer of your company, if this possibility is not separately agreed with ASCON.

2.4.2. You can install only the number of Upgrades that was paid by you or provided by ASCON as part of official marketing campaigns and is fixed in the Individual (additional) license agreement.

2.4.3. Regardless of whether you installed the software designated as Upgrade on a computer or not, you are subject to all the restrictions on the use described in this Agreement regarding the replacement, transfer and other methods of using KOMPAS.

2.4.4. Any obligations of ASCON for technical support of a previously used license or version of KOMPAS are terminated at the time of lawful transfer to you of the software supplied as an Upgrade.

## 2.5. *Software Provided as Service pack licence royalty*

2.5.1. The software designated as "Service pack licence royalty" (hereinafter referred to as the LR), replaces or supplements your current KOMPAS license that is valid and subject to upgrade (see the list provided on the ASCON website in the article <http://support.ascon.ru / conditions / available versions>).

2.5.2. LR is valid from the moment of lawfully granting the license for the period specified in the contract or agreement with ASCON and/or its authorized representatives and may be 1 (One) or 3 (Three) calendar years.

2.5.3. LR provides the right to Upgrade issued by ASCON during the period of the LR. Moreover, with respect to the Upgrade, all conditions, rules and restrictions described in clause 2.4 shall apply.

## 2.6. *Security system and KOMPAS license activation*

The KOMPAS security system can be implemented in the form of hardware or software. It may have a local (single-user) (see clause 2.6.1) or network (multi-user) (see clause 2.6.2) work option, which is fixed by ASCON upon activation of KOMPAS, and you agree that:

2.6.1. With the local version of KOMPAS, you can install and use only one copy of the software on one computer at a time.

KOMPAS protection (software or hardware (local key)) must be installed directly on this computer. Access to KOMPAS cannot be granted to any other computers under such license.

If you switch to another computer, you must uninstall KOMPAS from the old computer before installing it on the new computer.

2.6.2. In the network (multi-user) version of KOMPAS, the number of KOMPAS licenses simultaneously used by you at a time should not exceed the number of licenses legally acquired by you, unless otherwise specified by a separate contract or agreement with ASCON.

It is believed that the software is used on a computer if it is loaded into the random access memory (RAM) of this computer or if the user is logged on.

The number of computers with KOMPAS installed on them or the number of potential KOMPAS users is not limited, provided that all computers are located in the territory where your company or a separate division (branch or representative office) of your company is located.

KOMPAS protection can be installed on any computer located in the local area network of your enterprise or a separate subdivision (branch or representative office).

2.6.3. The use of KOMPAS, with the exception of the case specified in clause 2.2.1, is possible only after activation (key firmware) by ASCON. The activation procedure is given in the accompanying documentation for KOMPAS, as well as in the personal account of the End-user technical support on the ASCON Internet portal <http://sd.ascon.ru> (the section is available after registration).

Any changes, additions, replacement of licenses and other actions related to the activation are made exclusively by ASCON directly or through its authorized representatives.

## 3. **Other licensing rights**

In addition to other rights expressly specified in this Agreement, you are granted the following rights:

- 3.1. The right to use KOMPAS in full in accordance with its functional purpose.
- 3.2. The right to reproduce KOMPAS, including the installation, launch, creation of a copy of KOMPAS solely for archiving or backup purposes. You can create and use 1 (One) KOMPAS backup on your computer for archiving and reinstalling.
- 3.3. The right to make changes to KOMPAS solely for the purpose of setting up and adapting KOMPAS in order to ensure its functioning on your technical means, within the limits and on the conditions established by the Agreement, KOMPAS documentation and applicable law.
- 3.4. The right to all results obtained using KOMPAS.
- 3.5. You have the right to use the KOMPAS API to develop your own software exclusively for internal use purposes in order to ensure integration and/or to increase the interaction of computer programs and KOMPAS.
- 3.6. If you, the End User, are a legal entity, then, in addition to other rights expressly specified in this Agreement, you have the right to use KOMPAS in full in accordance with its functional purpose in the quantity and composition specified in the Individual (additional) license agreement, in the territory of an enterprise or its separate subdivision (branch or representative office) in the territory of any country in the world.

You have the right to use KOMPAS for any development without limiting the areas of application, sales territory and end users of your developments. There are no restrictions on the use for the purposes of obtaining profit from the useful properties of KOMPAS.

- 3.7. A KOMPAS license registered for a legal entity can be used by you during official business trips or at home to carry out the work assigned to you directly by the enterprise or its separate division (branch or representative office), subject to the following conditions:
  - 3.7.1. You must receive the appropriate permission to take out the KOMPAS license from its territory (for example, a power of attorney) indicating your complete personal data and the period for which the KOMPAS license is transferred to you.
  - 3.7.2. If the KOMPAS license is transferred to you along with the computer, make sure that there is no KOMPAS software protection for the network operation option installed on it or that it is not a network server.

ASCON does not bear any responsibility for the operation of KOMPAS, which is deprived of protection or the server part necessary for the operation of KOMPAS. In addition, in this case, ASCON or any of its authorized representatives will not be required to provide any additional KOMPAS licenses or software protection tools in return. In the event of interruptions in the operation of KOMPAS caused by the above reason, ASCON does not assume any obligations to eliminate them.
  - 3.7.3. The original copy of the software should not be used during this period (since an additional license for KOMPAS is not provided to you).
  - 3.7.4. At the end of the trip or at the end of work at home, you will need to return the KOMPAS license to the territory of your company or its branch. Otherwise, continued use of such a license in any way will be considered a violation of ASCON copyright and prosecuted by law.
  - 3.7.5. Both you and your company are fully responsible for compliance with the terms of this Agreement and will be required to keep records of all licenses transferred in this way.

- 3.8. If you, the End User, are an individual, then, in addition to other rights expressly specified in this Agreement, you have the right to use KOMPAS in full in accordance with its functional purpose in the quantity and composition specified in the Individual (additional) license agreement, in the territory of any country in the world.

If you have KOMPAS licenses specified in clauses 2.1 and 2.2, there are no restrictions on the use for making profit from the useful properties of KOMPAS.

- 3.9. If you, the End User, are an educational institution, then, in addition to other rights expressly specified in this Agreement, you have the right to use KOMPAS in full in accordance with its functional purpose in the quantity and composition specified in the Individual (additional) license agreement, in the territory of the institution or its branches.
- 3.10. You have the right to transfer all your rights under this Agreement and KOMPAS itself directly to another End User once and for all. This right shall not apply to KOMPAS temporary licenses (clause 2.1.2), as well as licenses transferred to you under the conditions of pilot operation or operating in Trial mode (see clause 2.2).
  - 3.10.1. Reissuance of the License Agreement for another End User may be made exclusively by ASCON on the basis of a written request from the current End User. ASCON's subsidiaries, resellers, or any third

parties may only act as information intermediaries.

3.10.2. The transfer should apply to the entire KOMPAS (including all components, media and printed materials, as well as any upgrades). If the transferred software is an Upgrade, all previous licenses or KOMPAS versions for which such an Upgrade was purchased shall be subject to transfer.

3.10.3. A person receiving KOMPAS as a result of such a one-time transfer must agree to all the terms of this Agreement, including the obligation not to transfer this Agreement and KOMPAS itself to anyone else. Such written confirmation must also be sent to ASCON.

3.10.4. By assigning your rights to KOMPAS to another End User, you agree to delete KOMPAS from the computer memory and/or the server or its components, destroy all available backup copies of the transmitted KOMPAS, and return your printed copy of the License Agreement to ASCON.

3.11. You have the right, if necessary, to use the name of ASCON in relation to KOMPAS for advertising purposes with the obligatory prior permission of ASCON.

#### **4. Other restrictions**

In addition to the restrictions expressly specified herein, and unless otherwise specified by a separate contract or agreement with ASCON, this Agreement imposes the following restrictions:

4.1. This Agreement does not grant you any rights to the means of individualization of ASCON and its partner companies, including (but not limited to) trademarks and service marks of ASCON and its partners.

4.2. If KOMPAS is delivered on two or several types of media, as well as using the Internet, then, regardless of the number of media, you have the right to use only one copy of KOMPAS on one computer, unless otherwise specified in an additional agreement with ASCON.

4.3. You do not have the right to create any other copies of KOMPAS, other than those expressly indicated herein. Including (but not limited to):

4.3.1. You do not have the right to copy or transfer the contents of the material medium from KOMPAS or its components to any servers on the Internet.

4.3.2. You do not have the right to copy or transfer KOMPAS or its components received via the Internet from ASCON or its authorized representative to any servers on the Internet.

4.4. You do not have the right to distribute, provide or otherwise transfer (with the exception of the cases expressly described in clause 3.10 hereof) the right to use KOMPAS (license) or its part or material medium with KOMPAS or any copies of it to third parties.

The transfer of KOMPAS shall mean among other things: providing third parties with access to KOMPAS or its components through a local network or via the Internet, transferring KOMPAS for rent, leasing, temporary use or lending.

4.5. You are not granted any rights to use the software created using the KOMPAS API in entrepreneurial activity, unless otherwise specified in a separate agreement with ASCON.

4.6. You do not have the right to reverse engineering, decompilation and disassembly of KOMPAS, or other determination of the KOMPAS source code and expansion its functionality by combining it with other software, unless and only to the extent that applicable law despite this limitation expressly permits it.

4.7. You do not have the right to use KOMPAS in violation of the terms of this Agreement and/or in violation of ASCON copyright of and/or applicable legislation.

#### **5. Term of the Agreement**

5.1. In the event of lawful acquisition of rights to use KOMPAS or its components, this Agreement shall be valid for the period specified in Article 2.

5.2. This Agreement becomes terminated, and the rights shall be deemed lost by you if you violate any of the conditions of this Agreement or if you exercise the rights specified in clause 3.10 of this Agreement.

5.3. Termination of the Agreement does not exempt you from the fulfilment of the conditions of Section 4 of this Agreement and the current legislation regarding copyright.

#### **6. ASCON Warranty obligations**

6.1. ASCON guarantees the quality of the data recorded on tangible media, the performance of the equipment and programs included in the delivery of a copy of KOMPAS recorded on a tangible medium, the compliance



of KOMPAS components with specifications, as well as the quality of electronic or printed documentation. If you find any discrepancies, please contact ASCON or its authorized representative within 30 (Thirty) days from the date of the legitimate transfer of KOMPAS to you, for a warranty replacement of the materials transferred to you.

- 6.2. In other respects, KOMPAS is delivered "as is" (including in its current state). You agree that no software is error free and that you are advised to regularly back up your files.
- 6.3. The warranty is valid provided that KOMPAS or its components, to which rights are transferred, are used with the hardware, operating systems and other software for which they were developed, and in full accordance with the operating instructions, including version compatibility of all KOMPAS software components.
- 6.4. ASCON guarantees that the transfer of rights to KOMPAS does not violate the copyright, related or any other rights of third parties and that all KOMPAS authors receive the royalties in full.
- 6.5. ASCON guarantees that the information used to create KOMPAS was obtained legally. State secrets, as well as official and commercial secrets of third parties have not been violated.
- 6.6. ASCON does not take over warranties not covered by this Agreement and/or applicable law.
- 6.7. In all other respects, ASCON does not provide any guarantees, does not establish conditions, does not make representations, either express or implied by law, custom, practice or otherwise, except that KOMPAS as a whole complies with the purpose and its technical descriptions.

## **7. Exemption clauses**

- 7.1. ASCON does not bear any responsibility for direct or indirect losses, including lost profits, loss of confidential information resulting from the use of KOMPAS, including due to possible errors or mistypes in the technical documentation transmitted in electronic or printed form.
- 7.2. ASCON is not responsible for the operation of KOMPAS in the event of damage to user information media, computer viruses, power failures, equipment malfunctions, intentional damage to KOMPAS or violation of operating instructions (attempts to break the protection, etc.).
- 7.3. ASCON is not responsible for problems in the operation of KOMPAS associated with the use of counterfeit system, network or application software (operating systems, office applications, utilities, etc.).
- 7.4. ASCON is not responsible and does not provide any guarantees with respect to software created using the KOMPAS API.
- 7.5. Under no circumstances will ASCON be liable for any damage arising from the use or inability to use the rights to KOMPAS. In any case, the amount of compensation under this Agreement may not exceed the amount actually paid by the user for the rights to KOMPAS.

## **8. Technical support**

- 8.1. Technical support depends on the type of license used and is carried out according to the current rules and conditions for the provision of Technical support, as agreed on the website of the ASCON Technical Support Service <http://support.ascon.ru>.
- 8.2. Warranty support period:
  - 8.2.1. Warranty support of the KOMPAS license specified in clause 2.1.1 of this Agreement, as well as the license designated as the Service pack (clause 2.4.), is carried out within 1 (One) calendar year from the date of their rightful transfer.
  - 8.2.2. For licenses specified in clause 2.1.2. and 2.5., warranty support is provided during the term of the Temporary license or License royalty, respectively.
- 8.3. Warranty support includes:
  - 8.3.1. Acceptance, accounting and analysis of comments and suggestions on the work of KOMPAS, which in the future can be used and incorporated into the software.
  - 8.3.2. Elimination of the identified errors and malfunctions that make it impossible to use the useful properties of KOMPAS (blocking errors).
  - 8.3.3. Technical support on the "guarantee" level.
- 8.4. ASCON is obligated to provide, upon your request, detailed information on modifications of the acquired KOMPAS versions, presentation of new versions and new components.

## **9. End User License confirmation. Piracy prevention**

- 9.1. The rights to use KOMPAS are valid only if KOMPAS is original. A legally acquired KOMPAS license is

accompanied by protection against unauthorized use, implemented in the form of a license file with a unique identification number and User data specified during registration.

- 9.2. Please send a letter (possibly anonymously) of any information known to you that indicates a violation of ASCON's copyright (links to pirated sites, ads about installing KOMPAS at suspiciously low prices, etc.), to: [antipirat@appp.ru](mailto:antipirat@appp.ru).
- 9.3. The legitimate acquisition of KOMPAS is possible by purchasing a license from ASCON or its authorized representative. If you did not purchase KOMPAS license from ASCON or its official representatives, then ASCON is not responsible and does not guarantee any consumer qualities of KOMPAS, including operability of programs and suitability for performing the actions you need.

You can familiarize yourself with the list and addresses of the official representatives of ASCON on the ASCON website or request information at the email address indicated at the end of this Agreement.

## 10. Final provisions

- 10.1. This Agreement shall be deemed concluded from the moment when you accept its terms and begin the installation of KOMPAS and/or its use and/or copying. The moment you start using KOMPAS during installation comes when you fill in the box "I accept the terms of the license agreement" in the dialog of the installation program 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 installation program and follow the conditions for returning KOMPAS described below.

If KOMPAS was handed over to you in a package with a copy on a tangible medium, protection against unauthorized copying and use in the form of hardware protection and/or with related accessories (including printed materials and packaging elements), then all these materials must be returned to ASCON or its official representative within 30 (Thirty) calendar days from the date of receipt of KOMPAS. If you refused to use KOMPAS and complied with the described return requirements, the money paid by you for KOMPAS will be fully refunded to you.
- 10.3. Violation of the terms of this Agreement entails liability in accordance with the current legislation of the Russian Federation.

ASCON-Systemy Proektirovaniya LLC  
199155, Russian Federation,  
195009, St. Petersburg, Odoevskogo Str., 5A

Web server: [www.ascon.ru](http://www.ascon.ru).  
Technical support Web server: [support.ascon.ru](http://support.ascon.ru).  
Technical support E-mail: [support@ascon.ru](mailto:support@ascon.ru).  
E-mail: [info@ascon.ru](mailto:info@ascon.ru).

On all issues related to obtaining distributions and working with them, please contact the ASCON Technical Support Service at [support@ascon.ru](mailto:support@ascon.ru) or via Phone 8 (800) 700-00-78 (free in Russia).

For additional information, clarifications regarding the provisions of the Agreement and other issues related to the use of KOMPAS, you can contact the address: [pravo@ascon.ru](mailto:pravo@ascon.ru).