

An end user license agreement that defines the terms of use of the software (SW).

ATTENTION! Please read the terms of the License Agreement carefully before using the Software.

Starting to use the Software or pressing the button confirming your agreement with the text of the License Agreement when installing the Software or entering the corresponding symbol(s) means your unconditional acceptance of the terms of this License Agreement. If You do not agree to the terms of this License Agreement, You must abort the installation of the Software and/or uninstall the Software.

SECTION "A". GENERAL PROVISIONS

1. Definitions

1.1. Software - means software, accompanying materials, updates described in the User's Guide, the Copyright Holder of which is the NickWare Group company represented by Nikolay Aleksandrovich Babich (NickWare Group brand, hereinafter NickWare Group).

1.2. Copyright holder (owner of the exclusive right to the software) - NickWare Group.

1.3. Computer means an operating system, virtual machine or equipment, including a workstation, mobile device or server, on which the Software is designed and/or on which the Software is installed and/or for which the Software is used.

1.4. User (You) - a natural person who installs and/or uses the Software on his behalf or legally owns a copy of the Software. If the Software was downloaded or acquired on behalf of a legal entity, then the term User (You) hereinafter means the legal entity for which the Software was downloaded or acquired and that has instructed a separate individual to accept this agreement on its behalf.

1.5. Partners are organizations distributing the Software on the basis of an agreement with the Copyright Holder.

1.6. Update(s) means improvements, fixes, enhancements and/or modifications to the Software.

1.7. Software Extensions - additional software components and software solutions provided by the Copyright Holder that extend the functionality of the Software, which can be used both together with the Software and independently of it, and which may require the purchase of a separate license or an extension of an existing license. Software extensions can be provided both free of charge and paid. You can read more detailed information before receiving such extensions.

1.8. User's Guide - printed and other accompanying materials, User's Guide, Administrator's Guide, manual, help file and similar printed and electronic documents, the copyright of which is NickWare Group.

1.9. License Certificate (License) - a document transferred to the User Account simultaneously with its acquisition or subscription, containing information about the license provided.

1.10. Subscription - a service aimed at providing the User with access to advanced features of the Software that are not available in the basic version of the Software.

1.11. Web Portal - a web resource of the Copyright Holder designed to manage installed software and purchased licenses.

1.12. Auto payment - a service provided to the User, aimed at providing the opportunity to automatically pay for the Subscription.

1.13. Account - a personal section on the Web Portal, created on the basis of the data provided by the User when registering on the Web Portal. The account allows the User to access the Web Portal and the company's products.

2. Grant of license

2.1. You are granted a non-exclusive license to use the Software within the scope of the functionality described on the company's website or on the website of the Copyright Holder's Technical Support Service, provided that you comply with all technical requirements, as well as all restrictions and conditions for using the Software specified in this License Agreement.

If you have received, downloaded and/or installed the Software for evaluation purposes, you may use the Software for evaluation purposes only.

If You use the Software in different versions or language versions of the Software, if You received the Software on multiple media, if You otherwise received multiple copies of the Software, or if You received the Software as part of a package of other software, then the total number of Your Computers on which and/or or all versions of the Software are used, must correspond to the number of Computers specified in the licenses received from the Copyright Holder, unless the terms of the licenses state otherwise; each purchased license gives you the right to install and use the Software on the number of Computers specified in clause 2.2.

2.2. If you purchased the Software online, you may use the Software for the number of Computers and/or Accounts specified at the time of purchase or receipt of the Software.

2.3. You may make a copy of the Software, provided that the copy is for archival purposes only and to replace a legally acquired copy in cases where the original is lost, destroyed, or rendered unusable. Such copy may not be used for any other purpose and must be destroyed if possession of the copy of the Software ceases to be legal.

2.4. You may use the selected version of the Software Subscription as you see fit. There is a free, feature-limited version that does not expire.

2.5. The right to use the basic functionality is provided to the User free of charge.

2.6. After activating a paid Subscription to the Software within the period specified when subscribing through the company's website, you may be automatically provided with Updates and the latest versions of the Software from the Copyright Holder, as well as technical support.

2.7. To use the Software, you may be required to connect the Software to the Web Portal using your Account.

3. Subscription activation and Subscription terms

3.1. If you modify your Computer or make changes to other copyright holders' software installed on your Computer, you may be required to reactivate the software, the number of which may be limited by the Copyright Holder.

3.2. In the case of purchasing a Subscription via the Internet, the period of use of the paid version of the Software is indicated at the time of purchase.

3.3. If there is a paid version of the Subscription, the period of use of the Software is indicated when registering such a Subscription and is displayed in the personal account.

3.4. If you have received the Software from the Copyright Holder with a free trial period of the paid version, the period of use of such Software is indicated in the relevant subsection of the Copyright Holder's web resources and in the Account section of the Software used.

3.5. The trial period of the Subscription is activated only after linking a bank card and accepting the first payment request of the Copyright Holder. Until the end of the trial period, the User has the right to switch to the free version or continue using the paid Subscription.

3.6. In case of activation of the paid version of the Software, the User must complete the procedure for linking a bank card to the acquiring system provided by Yandex.Checkout in order to subsequently pay for the

selected Subscription type. Activation of the full version of the Software occurs only if there is a valid Subscription on the User Account.

3.7. In case of switching to a free (basic) version of the Software, the User can use the paid License until the end of its validity period. After that, it is automatically transferred to the free version, with limited functionality.

3.8. The term of use of the paid version starts from the date of activation of the Subscription. The term is specified in the personal account and software settings.

3.9. Subscriptions can be purchased for various periods.

3.10. In case of purchasing a Subscription for several Computers, the possibility of activating the paid version is provided only on devices connected to the current Account and within the established limit.

3.11. If you violate any of the terms of this License Agreement, the Copyright Holder has the right to terminate this License Agreement for the use of the Software at any time without notice to you and without refunding the cost of the Software or its part and block the license.

3.12. The Copyright Holder reserves the right to limit the possibility of activating the Software within the region in which the license for the Software was purchased from the Copyright Holder or its Partners. Information about such restrictions is available when performing an operation to purchase a software license.

3.13. To verify the legality of using the Software, the Copyright Holder reserves the right to use means to verify that you have a licensed copy of the Software.

The Software may provide the Copyright Holder with information about the license necessary to verify the legality of its use. If the check cannot be performed, then the software may run with limited functionality.

4. Payment procedure

4.1. Payment of the Subscription Cost is made by non-cash payment from a bank card linked to the Service in the manner described in the License Agreement.

4.2. By purchasing a Subscription, the User is hereby notified, understands and agrees that the Autopayment functionality is enabled, with the frequency specified during the purchase (monthly, once a year), i.e. payment for the cost of a new Subscription (hereinafter referred to as the "subscription fee") upon the expiration of the previous Subscription period is made automatically on the same terms that were valid for the expired Subscription, by non-cash payment from the User's bank card linked to the Service.

The User gives his consent to the automatic periodic debiting of funds from his account in payment of the subscription fee at his order, given in the manner provided for in this clause of the License Agreement, and acknowledges that the instructions for debiting funds from his account, sent in accordance with this clause of the License Agreement are the instructions of the User himself, and the actions of the processing center and the acquiring bank aimed at debiting funds in accordance with this clause of the License Agreement are performed with the consent of the User.

4.3. The User understands and agrees that the Subscription, with the enabled Autopayment functionality, is by default issued indefinitely from the moment of payment for the first period of the Subscription. The User has the right to refuse the Autopayment and Subscription functionality in the Personal Account. In addition, a Subscription with the AutoPay functionality enabled may be terminated by the Copyright Holder in other cases or on other grounds provided for in this License Agreement.

4.4. Refusal to pay the subscription fee by the User for the corresponding period of validity of the Subscription is the User's refusal to renew the Subscription. In this case, the current Subscription

is terminated from the day following the last day of the paid Subscription period. If there is not enough money on the linked card to renew the Subscription, the Copyright Holder has the right to terminate the Subscription from the date of the beginning of the unpaid Subscription period. In this case, the User is provided only with the basic, free functionality of the Software.

4.5. Access to the Subscription is considered to be provided to the User for the period of validity of the Subscription in full from the moment the User pays for the Subscription. Upon the expiration of the Subscription period, the obligations of the Copyright Holder under the Subscription are considered fulfilled to the User, regardless of whether the User requested the corresponding performance from the Copyright Holder during the Subscription period, and regardless of the actual use of the Software.

4.6 The fact of payment for the Subscription means the User's consent to use the Software during the Subscription period, until its expiration. Cancellation in the next period must be made by canceling the Subscription before the date of its automatic renewal.

5. Auto payment and payment processing

5.1. The user automatically activates the Autopayment service at the first payment with a bank card or at subsequent payments when the service was disabled.

5.2. When activating the service, the User enters the details of the payment card from which debits will be made.

5.3. In case of insufficient funds on the balance of the payment card, the debit is postponed to the next day.

5.4. The User agrees to verify the information about the payment card (other personal data) specified when activating Autopayment.

5.5. Acceptance of the first payment request of the Copyright Holder after connecting Autopayment is given on the payment page by clicking the "Buy a subscription" button (or similar in value). Subsequent claims of the Copyright Holder are not accepted and paid in favor of the Copyright Holder on the terms of a pre-given acceptance.

5.6. The User can always disable the Autopayment service in the Personal Account or through a written request to support.

5.7. The Seller does not have the right to debit funds from the User's payment card if the access period expires in more than 24 hours.

5.8. Each time the term of the Paid Subscription License is extended by 30 calendar days or 1 year, in accordance with the selected subscription type.

5.9. All write-offs are carried out at the prices indicated on the official website of the Copyright Holder and cannot be adjusted in relation to Users at the request of the Copyright Holder without prior notice at least a week before the adjustments.

5.10. The NickWare Group company uses the acquiring system YuKassa LLC NPO YuMani.

5.11. The copyright holder does not collect, store card data and does not process payments.

5.12. NickWare Group receives from Yukassa only information about the unique token of each User who subscribed, as well as the payment status, on the basis of which a decision is made to provide the User with a Software License.

6. Software components, the functionality of which provides for the transfer of data from the Computer or through the Account.

6.1. You agree that the Software may be used by you only in accordance with its intended use and must not violate local laws.

6.2. Your e-mail address and password, as well as other data provided during the account registration process, are transmitted to and stored on the servers of the NickWare Group.

6.3. You are responsible for any actions carried out through your account on the resources of the Copyright Holder and/or its Partners. You agree that the Copyright Holder shall not be liable for any unauthorized use of your account.

6.4. You agree that for the operation of a number of components of the Software, data is exchanged between the User's Computer and the server of the NickWare Group.

6.5. The data transmitted to the server includes: User's hardware specifications (type, model and manufacturer); current indicators of CPU, memory load, percentage of disks occupied; optimization elements (including paths and file names).

6.6. The company provides encryption of data that is transmitted through the server.

6.7. Other data not specified in clauses 6.2. and 6.5. are not transferred outside the User's device. At the same time, they can be processed on the end device for the correct operation of the software.

7. Technical support

7.1. Technical support is provided to Users on the Rightholder's website.

7.2. The User's data specified on the resources of the Copyright Holder and/or its Partners can be used by the specialists of the Technical Support Service only when processing the User's request to the specified Service.

8. Receipt of information and promotional materials

8.1. You agree to receive from the Copyright Holder informational and promotional messages about special offers and company products displayed in the Software.

9. Restrictions

9.1. You may not decompile, disassemble, modify, or make derivative works based on the Software, in whole or in part, except as permitted by law.

9.2. It is prohibited to transfer the right to use the Software to third parties, except for the cases specified in clause 2.5 of this License Agreement.

9.3. It is forbidden to transfer and provide access to the activation code to third parties in violation of the provisions of this License Agreement.

9.4. You may not rent, lease, or lend the Software.

9.5. For violation of intellectual rights to the software, the violator bears civil, administrative or criminal liability in accordance with the law.

10. Limited Warranty and Disclaimer of Warranties

10.1. The Copyright Holder guarantees the operation of the Software in accordance with the description set out in the User's Guide, as well as subject to the use of supported versions of the Software, the installation by the User of all the latest updates for the Software, unless otherwise provided by the license agreement.

10.2. You agree that the Software is provided with an automatic update option enabled, which provides for the automatic download and installation of enhancements, fixes, and/or modifications to the Software and software components, as well as new versions of the Software.

10.3. You agree that no software is error-free and you are encouraged to regularly back up your files.

10.4. The Copyright Holder does not guarantee the functionality of the Software in case of violation of the terms of use, as well as in case of violation by the User of the terms of this License Agreement.

10.5. The Copyright Holder does not guarantee the User the functionality of the Software if the User does not update the Software specified in clause 2.6 of this License Agreement.

10.6. The Copyright Holder does not guarantee the User the availability of functionality in the absence of an Internet connection.

10.7. You agree that the Software is provided with standard default settings, and you are responsible for any changes you make to the Software settings.

10.8. You agree that the Software will perform the activities necessary for the purposes of the operation of the Software.

10.9. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS". THE RIGHT HOLDER AND ITS PARTNERS DO NOT GIVE ANY WARRANTY FOR ITS USE OR PERFORMANCE. With the exception of guarantees, conditions, ideas or regulations, the degree of which cannot be excluded or limited in accordance with applicable law, the copyright holder and its partners do not give any guarantees, conditions, ideas or provisions (expressed in express or implied form) to all INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE RESPONSIBLE FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE THE DESIRED RESULTS, FOR THE INSTALLATION AND USE OF THE SOFTWARE, AND FOR THE RESULTS OBTAINED WITH THE USE OF THE SOFTWARE.

11. Limitation of Liability

11.1. To the maximum extent permitted by applicable law, the copyright holder and / or its partners are not responsible for any losses and / or damage (including losses due to the affected commercial profit, interruption of activities, loss of information or other property damage) arising IN CONNECTION WITH THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THE RIGHT HOLDER AND ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBLE SUCH LOSS AND/OR DAMAGE. IN ANY EVENT, THE LIABILITY OF THE RIGHT HOLDER AND ITS PARTNERS UNDER ANY PROVISIONS OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE SOFTWARE. THESE LIMITATIONS CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Intellectual Property Rights

12.1. You agree that the Software, documentation, as well as all other objects of copyright, as well as systems, ideas and methods of work, other information contained in the Software, trademarks are intellectual property of the Copyright Holder or its Partners. This License Agreement does not give you any rights to use intellectual property, including trademarks and service marks of the Copyright Holder or its Partners, except for the rights granted by this License Agreement.

12.2. You agree that you will not modify or change the Software in any way. You may not remove or modify any copyright or other proprietary notices on any copy of the Software.

13. Applicable law

13.1. This License Agreement is governed by the laws of the Russian Federation.

13.2. If any provision of this License Agreement is held to be void, void, unenforceable or illegal, the remaining provisions of this License Agreement will remain in full force and effect. In the event of a conflict between the terms of this agreement and the terms of any license agreement on a software product concluded between you and the Partners or the Copyright Holder, the terms of such a license agreement shall prevail, in all other respects the terms of this agreement and such agreement shall apply.

SECTION "B". DATA PROCESSING POLICY

Provision of information

In order to increase the level of information security, improve the quality of the software and software solutions, you agree to

automatically provide the NickWare Group with the following information of a statistical and service nature: information about installed software, license data, information about detected threats, checksums of processed objects, technical information about the Computer and devices connected to it, information about the activity of the device on the Internet.

The information received is protected by the NickWare Group in accordance with the statutory requirements and applicable rules of the NickWare Group. Data is transmitted over encrypted communication channels.