IMPORTANT!

Before starting any use of the Program below (including downloading, copying, installing, running), carefully read the terms of its use contained in this end user license agreement (hereinafter referred to as the Agreement). Installing, launching or otherwise starting to use the Program means the proper conclusion of this Agreement and your full agreement with all of its terms. If you do not agree to unconditionally accept the terms of this Agreement, you have no right to install and use the Program and must remove all of its installed components from your computer. This License Agreement is a legally binding agreement between you as an individual or legal entity (hereinafter referred to as the Licensee) and an individual entrepreneur Vorotygin Sergej Yuryevich (hereinafter referred to as the Licensor).

1.   BASIC TERMS

1.1   Licensor - IE Vorotygin Sergej Yurievich OGRNIP 315784700142871 has been valid since 07/27/2015.

1.2   Tu-154 for Prepar3D - computer software that is an addition to the Prepar3D flight simulators, as well as any subsequent updates, the copyright holder of which is the Licensor.

1.3   A program is a copy of the above software for a computer (both as a whole and its components), which is an objectively presented set of data and commands, as well as any documentation on its use.

1.4   Licensee is any natural or legal person who has acquired/received/uses the Program.

1.5   Technical documentation, User's Guide - accompanying electronic documents contained in the archive with the Program, which the User downloads from the site: https://www.simuniqlab.com, as well as electronic files available to the User for review, the Copyright Holder of which is the Licensor. The Rightsholder reserves the right to update the electronic version of the User's Manual on the Rightsholders' website at the above web address, if necessary.

1.6   Use of the Program - any actions related to the functioning of the Program in accordance with its purpose.

1.7   Activation is an action aimed at registering the Program for a specific Licensee, namely, entering a valid License number by a specific Licensee during the period of the Program's operation.

1.8   License number is a set of numbers and symbols issued by the Licensor, which is a technical means of copyright protection and is designed to activate the Program.

1.9   License Key - a set of numbers and symbols issued by the Licensor, which is a technical means of copyright protection and is designed to activate the Program.

1.10   Demo version - a version of the Program with an established time limit for its use, which is intended solely for the purpose of self-familiarization, evaluation and verification by the User of the functionality of the Program.

1.11   Edition (s) - a specific modification (execution option) of the Program, characterized by a certain set of functionalities available to the User.

1.12   Technical support - activities carried out by the Licensor within the limits and volumes established by it to ensure the functioning of the Program, including information and consulting support of the Licensee on the use of the Program.

1.13   Agreement, Offer Invoice (License Agreement) - a document on the basis of which the Licensor provided the Licensee with the Program for its use under the terms of this Agreement.

1.14   Applicable Law - Applicable Law of the Russian Federation.

2. SUBJECT OF THE AGREEMENT

2.1   Subject to full and constant compliance with the terms of this Agreement, including the payment of the license fee, the Licensor grants the User the right to use the Program (Exclusive License) in accordance with its technical documentation, functionality and terms of this Agreement. For the purposes of this Agreement, the Program includes any updates, functional enhancements, modifications, new versions or additions to the Program made by the Licensor and provided to the User. Notwithstanding the foregoing, the Licensor is not under any obligation to provide any updates, functionality enhancements, modifications, new versions or additions to the Program.

2.2   All conditions specified below apply both to the Program as a whole and to all of its components separately.

2.3   This Agreement is concluded before or immediately at the start of using the Program and is valid throughout the entire period of its lawful use by the Licensee within the term of the copyright to it, subject to the Licensee's proper observance of the terms of this Agreement.

2.4   The territory of the transferred rights is all countries of the world.

2.5   The Program is transferred to the Licensee by downloading the installation archive from the Licensor's website: https://www.simuniqlab.com.

2.6   The term of the transferred rights is not limited by the validity period.

2.7   The Licensor has the right at any time to change this Agreement and all its annexes (in whole or in part) unilaterally, without prior agreement with the Licensee. All changes take effect on the next calendar day after posting on the Site.

2.8   The Licensee undertakes to independently monitor changes to this Agreement and its annexes by periodically reviewing the current version. The Licensee is solely responsible for any consequences arising from failure to become familiar with the Agreement and its annexes.

2.9   If the Licensee does not agree with any provision of the Agreement and (or) annexes thereto, he must immediately stop using the Program.

3. COPYRIGHT AND TRADEMARKS

3.1   The program is the result of intellectual activity and is subject to copyright of the Licensor. The Licensor guarantees that it has all the rights necessary under this Agreement to provide them to the User, including the documentation for the Program.

3.2   The algorithms of the Program and its source codes (including their parts) are a trade secret of the Licensor. Any use or use of the Program in violation of the terms of this Agreement is considered a violation of the rights of the Licensor and is a sufficient reason to deprive the Licensee of the rights granted under this Agreement.

3.3   The Licensor does not grant Licensee any intellectual property rights in connection with the Licensed Software.

3.4   Responsibility for copyright infringement occurs in accordance with applicable Laws.

3.5   This Agreement does not grant any rights to use the Licensor's Trademarks and Service Marks.

3.6   To protect copyrights and limit the use of the Program, the Licensor uses various technical means of protection, including the License Number and the License Key.

4. TERMS OF USE OF THE SOFTWARE AND RESTRICTIONS

4.1   This Agreement grants the right to install, run and use the Program with one License Number on one computer. After registration (activation) of the Program on one computer, its re-registration on another computer is not allowed. **The Program provided is not intended for commercial use**.

4.2   The licensee cannot under any circumstances:

4.2.1   remove or change the appearance of information and copyright information;

4.2.2   convert the object code of the Program into source text;

4.2.3   make any changes to the object code or components of the Program, except for those that are made by means included in the Program package and described in the documentation;

4.2.4   use the same License Key simultaneously on more than one computer;

4.2.5   make changes, translation, engineering analysis, decompilation or reverse assembly of the Program;

4.2.6   change the names of files in the Program;

4.2.7   transfer or provide access to the registration code for downloading and activating the Program to third parties. The registration code for downloading and activating the Program is confidential;

4.2.8   distribute the Program and its components in any external network, including the Internet, as well as the Software created on the basis of the Program, in any form, including in the form of source code, in any way, including renting out. The Licensee is not allowed to use the Program in any way if such use conflicts with or leads to a violation of the Agreement or applicable Laws. In this case, the Licensee is allowed to store, install and distribute a copy of the Program in the internal local network to provide access to it for others from computers of this network.

5. DEMO VERSION LICENSE

5.1   The demo version is intended for visual acquaintance and checking the performance of the model on a computer. The Licensee has the right to use the Demo version of the Program without payment of remuneration (free of charge).

5.2   Installing the Demo version means acceptance by the User of all conditions, without exception, of this Agreement.

5.3   The use of the Demo version of the program is limited in time from the moment the program is launched. The limitation time is restored after each program start.

5.4   The Licensee can pay for the Exclusive License only after making sure that the Program works and fully agrees with the quality of its work.

5.5   The demo version automatically converts to the Exclusive License after the Program Activation.

5.6   In the event of a partial change in the configuration of some hardware of the Licensee's computer, the License Key becomes invalid and the program switches to the Demo version. The Licensee has the right to request a new License Key from the Licensor no more than once a month by writing to simuniqlab@gmail.com.

5.7   In the event of a maximum change in the hardware configuration of the Licensee's computer (replacement of the motherboard and processor), the Licensor has the right to request a new License Key only after full payment of the new Exclusive License.

6. CONSENT TO USE INFORMATION

6.1   The Licensee agrees with this notice that the Licensor company may collect, store, process and use diagnostic, technical, related and other information about the use of the Program, including, but not limited to, unique system or hardware identifiers, information about a computer and equipment, system software and

applications, additional devices, about the use of the functionality of the Program, problems in the operation of the Program, which is periodically collected in order to activate the Program, improve the functionality of the Program, facilitate the process of interaction between the Licensor and the Program, improve technical support services, including those provided under a separate agreement (if any).

6.2   In connection with the foregoing in clause 6.1, the Licensor assumes obligations to the Licensee not to disclose the information received to third parties.

6.3   Acceptance of the terms of this Agreement means your familiarization and acceptance of the terms of processing your information, which is always processed in accordance with the rules of the Privacy Policy located on the Website of the Licensee's website: https://simuniqlab.com.

7.   TECHNICAL SUPPORT

7.1   The Licensor, as far as possible, provides Technical support to the Licensee on issues related to the functionality, installation and operation features on standard configurations of the supported operating systems of the Program in the manner and on the terms specified in the technical documentation for it.

7.2   The Licensee has the right to contact the Technical Support Service of the Licensor without paying additional remuneration, unless a separate agreement for the provision of technical support services between the Licensor and the Licensee provides for a special (private) procedure for providing technical support services to the Licensee for additional remuneration to the Licensor, regulated by a separate agreement.

7.3   To provide Technical Support, the Licensor has the right to require the User to provide information regarding the number of the version of the Program being used, the issued or entered License Number, the technical characteristics of the computer and equipment used. In some special cases, in order to provide Technical support and only with the prior consent (permission) of the Licensee, representatives of the Licensor can connect to the computer (s) Licensee to diagnose and / or fix problems, or help in setting up on the basis of a pre-formed written application (s) or appeal (s) sent to the Licensor's technical support service by representatives of the Licensee.

7.4   Calls to the Licensor's Technical Support Service on technical support issues are accepted at simuniqlab@gmail.com.

8.   LIABILITY OF THE PARTIES

8.1   The Parties are responsible for non-fulfillment or improper fulfillment of their obligations in accordance with the terms of the Agreement and Applicable Law.

8.2   The Licensor is not liable to the Licensee for any damage, any loss of income, profits, information or savings associated with the use or inability to use the Program, including in the event of prior notification from the Licensee about the possibility of such damage, or any claim by a third party.

8.3   The Licensee is responsible, as provided by the Applicable Law, for taking actions aimed at eliminating technical means of protection, as well as for disseminating methods for eliminating such means of protection, including but not limited to the following:

8.3.1   publication of the License Number and / or License Key of the Program issued by the Licensor for free access for other persons, including on the Internet;

8.3.2   any changes in the source or executable code of the Program in order to violate the copyright of the Licensor and / or remove any restrictions on the use of the Program;

8.3.3   dissemination of information on the methods of implementation of the changes referred to in clause 8.3.2, including on the Internet;

8.3.4   If the Licensee has suspicions of unauthorized access to the License number / key, he undertakes to immediately report this to the address: simuniqlab@gmail.com for subsequent deactivation and removal of such License number / key. Until the specified message (notification) of the Licensee, all actions with the

License number / key (including activation) are recognized as committed with the consent of the Licensee, on his behalf and in his interests.

9. LIMITED WARRANTY

9.1   The Program is provided on an "as is" basis, the Licensor does not guarantee that all of its functionality will meet the expectations of the Licensee or may be applicable for its specific purpose.

9.2   In any case, the Licensor, as well as the representatives of the Licensor, cannot be assigned any responsibility for changing the Program, even if as a result of such a change the Program and its functionality cease (or) to meet the expectations of the Licensee and / or such a change will cause the termination of use Programs by Licensee.

9.3   If, while using the Program, the Licensee finds errors, the Licensor will take all measures available to him to correct them as soon as possible. The parties agree that the exact definition of the time for eliminating the error cannot be established, since the Program closely interacts with other computer programs of third-party developers, the operating system and hardware resources of the computer of the Licensee, and the operability and time of troubleshooting do not fully depend only on from representatives of the Licensor.

9.4   The Licensor does not guarantee the uninterrupted operation of the Program, as well as new versions (updates), including in cases where the Licensee changes hardware resources and / or computer operating system, or changes the Program settings, ensuring its interaction with other programs or hardware resources and third-party computer devices.

9.5   The Licensor does not guarantee that the Program will work in conjunction with software and hardware from other manufacturers.

10. DISPUTE RESOLUTION

10.1   The claim procedure for the pre-trial settlement of disputes from the Agreement is mandatory.

10.2   The letters of claim are sent by the Parties by stamp or registered mail with acknowledgment of receipt to the address of the location of the Party.

10.3   The sending of letters of claim by the Parties in a different way than specified in clause 8.2 of the Agreement is not allowed.

10.4   The term for consideration of a claim letter is five working days from the date of receipt of the latter by the addressee.

10.5   Disputes under this Agreement are resolved in court.

11. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

11.1   For all issues not regulated by this Agreement, the Parties are guided by the norms of the current Applicable legislation.

11.2   The Licensor has the right, if the Licensee violates the terms of this Agreement on the use of the Program, including but not limited to the provisions of Section 4 of this Agreement, to unilaterally terminate this Agreement by notifying the Licensee, without compensating the Licensee for any expenses incurred under the terms of this Agreement.

11.3   Upon termination of this Agreement by any party and for any reason, the Licensee must stop using the Program completely and destroy all copies of the Program installed on the computers of the Licensee, including backup copies of files and other components of the Program.

11.4   In the event that a competent court declares any provisions of this Agreement to be invalid, the Agreement continues to operate in the remainder of the Agreement.

11.5   Licensee confirms that he has read and understands this Agreement and that this Agreement constitutes the entire scope of agreements between Licensor and Licensee regarding a license for the Licensed Program and supersedes all previous written or oral agreements. The obligations of the Licensee under this Agreement are obligations to the Licensor and all owners of the rights transferred to the Licensee on the basis of this Agreement.