Blend4Web Deployment License Agreement

This document is a legal agreement (the "Agreement") between Triumph LLC (the "Licensor") and any legal entity or individual, including sole proprietorship (the "Licensee"), that has deployed the Software on any of the Licensee's websites.

By deploying the Software on any of the Licensee's Websites, the Licensee accepts all the terms and conditions of this Agreement. If the Licensee does not agree with any of the terms or conditions of this Agreement, the Licensee has no right to deploy the Software and must remove all its components from the Licensee's Website.

This Agreement can be modified by the Licensor without any prior notice. The new edition of the Agreement goes into effect from the moment it is published on the Licensor's Website at the Internet address specified in this paragraph, if not otherwise provided in the new edition of the Agreement. The effective edition of the Agreement is always located on the Licensor's Website at the address:

www.blend4web.com/pub/Blend4Web_deployment_license_en.pdf.

This Agreement is intended exclusively for cases when the Software is integrated in Applications which are developed by the Licensee participating in the Blend4Web Partnership Program (the "Blend4Web Partner"), and which are transferred together with this deployment License to another legal entity or individual (the "Transferee") for deployment on a single website.

1. Definitions

"Software" means the Blend4Web Pro computer program, which the Application integrates and is based on. The description of the Software is located on the Licensor's Website.

"Application" means any computer program created by the Blend4Web Partner using the Software, provided that any such Application:

1) must have a substantially different functionality than the Software, and

2) must not allow any third party to use the Software, or any components thereof, for computer program development purposes.

"End User" means an individual that is the end user of the functionality of the Applications deployed on a Licensee's Website and is not using these Applications for distribution, resale or software development purposes.

"**Blend4Web Partnership Program**" means an agreement between the Licensor and the Licensee responsible for development of the Application using the Software and for transferring the Application together with this deployment License to the Transferee for deployment on a single website of the Transferee designated by the Blend4Web Partner.

The terms and conditions of the Blend4Web Partnership Program are located on the Licensor's Website at the address: www.blend4web.com/en/partnership/.

"Licensor's Website" means the website with the **blend4web.com** domain name.

"Licensee's Website" means any website on which the Transferee deploys the Application.

2. License Grant

Subject to the Licensee's compliance with all the terms and conditions of this Agreement, the Licensor, owning the exclusive rights to the Software, grants the Licensee a revocable non-exclusive and non-sublicensable license (the "License") which empowers:

1) the Licensee to deploy the Software on a single Licensee's Website and to distribute it to End Users solely as integrated into developed Applications;

2) the End Users to use the Software as integrated into the Licensee's Applications in accordance with the terms of this Agreement.

The initial Licensee may make a one-time permanent transfer of this License and

the Software to a legal entity or individual (the "Transferee") solely for deployment on a single Licensee's Website. Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must

agree to comply with the terms of this License Agreement, including the obligation not to further transfer this License and the Software.

3. Intellectual Property and Trademarks

3.1. The Software (both its original version and the updated versions) belongs to the Licensor and is regulated and protected by copyright law of the Russian Federation and by international law.

3.2. The Licensee must not use the Software for performing any activities which are prohibited by law in the Russian Federation or by law of the country where the Software is used.

3.3. The Licensee is solely responsible for ensuring that the Licensee's Applications are in accordance with the current legislation, including the responsibility to third parties in cases when the Applications deployed by the Licensee violate the rights and legitimate interests of third parties, including private non-property rights of authors, other intellectual rights of third parties, and/or encroach upon any intangible benefits.

3.4. The Licensee is aware of and agrees to the fact that the Licensee must independently evaluate the risks related to using the Software, including the evaluation of their reliability, completeness or usefulness.

3.5. The liability for intellectual property rights violation is governed by current law of the Russian Federation.

3.6. The Licensee gives the consent to publish the information about him as a client of the Licensor

on the Licensor's website, as well as in informational, marketing and promotional materials and in other sources distributed by the Licensor, including the use of the Licensee's trademarks. The Licensor may also publish the information on collaboration with the Licensee (including articles, messages, in writing and audio-visual form), mention the Licensee as a client in media (online, offline, social media) and on advertising/marketing/educational products distributed by the Licensor among the general public, as well as at the events (conferences, seminars, webinars, exhibitions, corporate and business meetings).

4. Terms and Limitations of Software Usage

4.1. The Licensee can deploy the Software on a single Licensee's Website. If the Licensee needs to deploy the Software on multiple websites, multiple licenses must be purchased according to the number of websites.

4.2. The Software can be used by the Licensee only for distributing Applications to End Users; at the same time, these Applications must not contain any functionality which allows them to be used for creating other computer programs.

5. License Fee

5.1. The amount of the license fee is specified on the Licensor's Website at https://www.blend4web.com/en/order_form/.

5.2. The payment of the license fee can be made by money transfer to the bank account of the Licensor or by an electronic payment via the Licensor's Website; other payment methods are possible and can be agreed upon by the Parties separately.

5.3. The obligation to make the payment is considered fulfilled from the moment the funds are successfully transferred to the Licensor's bank account. Obligations to pay bank commissions in respect to the payment of the license fee shall bear either party under their mutual consent and shall be stipulated in an invoice for the license fee.

6. Liabilities of the Parties

6.1. Violation of the conditions of this Agreement entails liability under the legislation of the Russian Federation.

6.2. The Licensor shall not be liable for any damage, loss of incomes or profits, loss of information or savings arising from the use or the inability to use the Software, including cases of being preliminarily informed by the Licensee of the possibility of such damages, or by a lawsuit from any third party.

6.3. Using the Software by the Licensee in a way which is not intended for in this Agreement, including illegal copying of the Software, or otherwise beyond the rights given to the Licensee in accordance with this Agreement, leads to liability for violating the exclusive rights to the results of intellectual activities or to the means of individualization, under the legislation of the Russian Federation. When such cases are revealed from the side of the Licensee, the Licensor has the right to immediately terminate the Agreement without returning the license fee, and also to demand the payment of penalties and/or compensation of other

damages, and to bring the Licensee to other measures of liability.

6.4. The Licensor does not provide any warranty with respect to the correctness and uninterrupted operation of the Software, including the cases where the failures in operation of the Software lead to liability of the Licensee to any third parties, or imposes administrative or fiscal liability.

7. Validity, Changing and Termination of the Agreement

7.1. This Agreement is made at the moment the Software is deployed on the Licensee's Website and is valid for the whole period of its legitimate use by the Licensee while the intellectual property rights for it are active subject to proper observance of the terms and conditions of this Agreement by the Licensee.

7.2. In accordance to the terms and conditions of this Agreement, the License can be used on the territory of the Russian Federation and other countries.

7.3. In case the Licensee fails to comply with the Software usage conditions of this Agreement, the Licensor has the right to unilaterally terminate this Agreement, having notified the Licensee about this.

7.4. Upon termination of this Agreement by any party and for any reason, the Licensee must cease using the Software completely and delete all copies of the Software deployed on the Licensee's Websites.

7.5. In case a court of competent jurisdiction declares any of the terms and conditions of this Agreement invalid, the other terms and conditions of this Agreement continue to be binding.

8. Conclusion

8.1. Disputes and disagreements arising from this Agreement or because of it shall be resolved through negotiations between the Parties.

8.2. In case of a failure to achieve consent in accordance to the previous paragraph:

8.2.1. If the Licensee is a resident and/or a citizen of the Russian Federation, the Parties agree that all disputes and disagreements independently of their reasons, which arose or can arise between the Parties in accordance with this Agreement, including those related to its entering into, implementing, changing, terminating or annulling (in whole or partially), are submitted for consideration to the Moscow Court of Arbitration or to an applicable court of general jurisdiction or to a magistrates' court in accordance to the current legislation of the Russian Federation;

8.2.2. If the Licensee is an organization or another business entity without establishment of legal entity (partnership, joint venture etc) and is not a resident of the Russian Federation, or if the Licensee is an individual and/or is not a resident or a citizen of the Russian Federation, the Licensee agrees that any dispute, disagreement or claim, which arises from or concerns this Agreement should be resolved in accordance to the rules of arbitration in the International Commercial Arbitration Court at the RF Chamber of Commerce and Industry (Moscow, Russia) (hereinafter ICAC) in accordance with ICAC regulations. The language in which arbitration proceeds is Russian. The decision of this court must be definitive and obligatory for the participating parties and is the only and exclusive method of resolving any disputes between the parties concerned.

The Licensor also reserves the right to apply for resolving a dispute to a court of competent jurisdiction in the location of the Licensee, taking into account the legislation requirements in the location of the Licensee, if the Licensor will wisely consider that this further allows to properly fulfill the resolving of the dispute within the applicable jurisdiction at the location of the Licensee.

8.3. This Agreement is regulated by the legislation of the Russian Federation independently of the jurisdiction of the examination of the dispute.

9. Contact Information of the Licensor

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