License agreement-offer with the end user

Attention!

Please read the following carefully before installing, copying or otherwise using the software product. Any use by you of the product, including its installation and copying, constitutes your acceptance of the terms of the License Agreement below.

This License Agreement is an accession agreement in accordance with Art. 428, Art. 1286 of the Civil Code of the Russian Federation, concluded between you, an individual or a legal entity (hereinafter also referred to as the "End User", "Licensee"), and Pavel Vitalievich Grigoriev, the author of the "DevOps Report Manager" program (Licensor). The Agreement is concluded in relation to the version of the DevOps Report Manager computer program specified in the order form (hereinafter referred to as the Software), the right to use which is granted on the basis of this License Agreement. The Software, including all media and accompanying documentation, is copyrighted and protected by law.

The offer of Grigoriev Pavel Vitalievich of the author of the "DevOps Report Manager" program is the placement of this Agreement on the Author's website on the Internet http://devops-report-manager.ru/. The End User's acceptance is to send an application for obtaining the right to use the Software on a paid basis or to download a free version of the DevOps Report Manager program from the Internet. From the moment of acceptance by the End User of the offer, the License Agreement is considered concluded by the Parties. At the time of payment by the End User for the right to use the Software by the internal accounting systems of the Licensor or the Author, a Personal License Key for the DevOps Report Manager program (technical software protection tool) is generated and sent to the End User. The license is considered granted to the End User at the moment of transfer to the Client of the Personal License Key for the DevOps Report Manager program to the e-mail address specified by the End User when placing the Order (or by providing information necessary to independently obtain access to the specified security tools), or from the moment start of actual use of the software.

If you do not agree to be bound by the terms of this EULA, you may not install the Software and must stop using the Software.

Grigoriev Pavel Vitalievich means:

Author of the "DevOps Report Manager" computer program, self-employed since 07/03/2023, individual Grigoriev Pavel Vitalievich, Russia, Moscow, TIN: 772972083648, pauluser@yandex.ru

The customer company is released from the obligation to pay taxes and contributions in accordance with paragraph 8 of Art. 2 422-FZ dated November 27, 2018.

With regard to the author Grigoriev Pavel Vitalievich, the following terms also apply:

"Grigoriev Pavel Vitalievich" - Grigoriev Pavel Vitalievich is the author of the program "DevOps Report Manager".

"Grigoriev Pavel Vitalievich" - Author Grigoriev Pavel Vitalievich.

"Author" - Grigoriev Pavel Vitalievich.

1. The Subject of the Agreement

- 1.1 The subject of this License Agreement is Pavel Grigoriev (the Licensor) providing you (the End User) with the right to use the Software in the ways specified in this License Agreement and in the order form, under the terms of a simple (non-exclusive) license, for a fee or free of charge.
- 1.2 All conditions specified below apply both to the Software as a whole and to all its components separately.

2. Exclusive right

2.1 Pavel Vitalievich Grigoriev, the author of the "DevOps Report Manager" program guarantees that he has the right to dispose of the software (including any graphic images, photographs, texts, additional programs and other objects of copyright included in it), as well as the right to dispose of any copies Software and accompanying software printed materials. The Software is protected by applicable law, including international intellectual property law.

If the Software contains content that is the property of third parties or third-party services, you agree to comply with the terms of use of such content set by the copyright holder.

- 2.2 Use of the SOFTWARE in violation of this EULA is considered a violation of applicable copyright laws and is sufficient grounds to terminate your rights granted in relation to the SOFTWARE.
- 2.3 The User may reinstall the Software in the event of a change or malfunction of the main device, for use for the purposes and within the limits specified in this Agreement. If you move the Software to another device, you agree to destroy all copies of the Software installed on the previous device.

3. Terms of use

- 3.1 Single User License. Unless otherwise specified in the order form, this License permits you to simultaneously install (reproduce) and use one (1) copy of the Software by Pavel Grigoryev on one computer. This License does not permit you to contain and use the Software of the Author Pavel Grigoriev on more than one computer at the same time. You also do not have the right to provide network access to the Software of the Author Grigoriev Pavel Vitalievich for simultaneous use on several computers, or use by several users through one account. It is prohibited to use the Software for commercial purposes if the license for this Software is for personal use.
- 3.2 The software business license is intended for acquisition by legal entities for the purpose of solving their corporate tasks and other commercial use. Commercial use includes, but is not limited to, any use of the Software or other included materials in which, intentionally or unintentionally, directly or indirectly, attempts are made to obtain financial gain (for example, by selling materials generated by this Software, generating advertising revenues from materials generated by this Software, data of the software, disclosure of materials generated by this software on the Internet, etc.). A business license is for use on a single computer (or within a single individual account), unless otherwise provided in the terms of purchase of the specific software.

4. Remuneration under the contract

4.1 The remuneration under this Agreement is the cost of the software license specified in the proposal addressed to you (the End User) for concluding the License Agreement, posted on the website of the Author Grigoriev Pavel Vitalievich or his distributor, valid at the time of the order and payable in the specified in such offer is ok. The cost of the license is determined by the tariffs in force at the time of purchase from the Author Grigoriev Pavel Vitalievich.

- 4.2 The cost of a license may be expressed in the form of a one-time payment made by the End User for a certain version of the Software.
- 4.3 The User is obliged to independently monitor information about the paid version of the License Software, its cost and other conditions, as well as monitor the introduction of changes and additions to this Agreement and other documents related to the Author's Software.

5. Delivery on two types of media

5.1 If the Software is supplied on two or more types of media, including via the Internet, then, regardless of the number of media, you have the right to use only one copy of the Software that you have in accordance with Section 3 of this License Agreement.

6. Software distribution

6.1 Distribution and commercial replication (independently or as part of a derivative product) of the Software is not allowed. The distribution of the software means, in particular: providing access to third parties to the software and its components reproduced in any form, including by selling, renting, leasing or lending.

7. Restrictions

- 7.1 Activation. You agree that the Software is protected against copying and unrestricted use. The rights granted to you by this License Agreement with respect to the Software are registered by activating the Software in the manner specified in the documentation for the Software. The End User may not distribute or transfer the software protection tools, including registration numbers or license file(s) to use the Software, developer permission files.
- 7.2 The terms and limitations of using the Software are also specified in Section 3 of this License Agreement, unless otherwise specified in a separate agreement between you and the Author Pavel Grigoriev, or in the Software order form.
- 7.3 You agree not to carry out independently or allow third parties to carry out the following actions: 7.3.1 Disassemble, decompile (convert object code into source code) programs, and other components of the Software, unless the possibility of performing such actions is expressly provided for by applicable law;
- 7.3.2 Modify the software, including making changes to the object code of the program, except for those changes that are made by means included in the software package and described in the documentation; 7.3.3 Transfer the rights to use the Software by any means to third parties;
- 7.3.4 Create conditions for the use of the Software by persons who do not have the rights to use the Software, including those working with you on the same network or multi-user system.
- 7.4 The software authored by Grigoriev Pavel Vitalievich can display information and provide links to sites hosted on the World Wide Web. Since Grigoriev Pavel Vitalievich, the author of the "DevOps Report Manager" program does not control such sites and information, the Author does not give any guarantees regarding them, including, but not limited to: (a) accuracy, reliability, consistency, completeness, validity, content, the correctness or quality of these sites and information, or that the search results obtained using the software The author of which is Grigoriev Pavel Vitalievich will not be unexpected or objectionable. By using the Software Authored by Pavel Grigoryev, you agree that Pavel Vitalievich Grigoriev makes no representations or warranties with respect to the Sites or otherformations displayed by software whose author is Grigoriev Pavel Vitalievich, or access to which is obtained using software whose author is Grigoriev Pavel Vitalievich.

8. Recognition of the rights of third parties

- 8.1 Parts of the Software, the author of which is Grigoriev Pavel Vitalievich, include third-party software and other materials protected by copyright. Some third-party software libraries included in the Software Authored by Pavel Grigoryev are free and licensed under the terms of the Library/Restricted Standard Public License (LGPL2.0) or Apache License 2.0 or BSD-style license. You can obtain source code information for such free software under the terms of the LGPL2.0 or Apache License 2.0 or BSD-style license for free in the "Information" section of the program and further in the "Powered by open-source software" section. The LGPL2.0, Apache License 2.0, BSD-style license software is distributed for the benefit of, but WITHOUT ANY WARRANTY, including the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.
- 8.2 Using Amazon Corretto Libraries 11. Amazon Corretto 11 includes a set of free and open source libraries licensed under the GNU General Public License v2.0. Amazon Corretto 11 is a registered program owned by Amazon Corretto 11 project, https://github.com/corretto/corretto-11. Amazon Corretto 11 is distributed under the GNU General Public License v2.0 (GNU Lesser General Public License), Copyright (C) 1989, 1991 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA, For more information on using and licensing Amazon Corretto 11, please visit https://github.com/corretto/corretto-11/blob/develop/LICENSE.
- 8.3 Using the OpenJFX Libraries. The OpenJFX software includes a set of free and open source libraries licensed under the GNU General Public License v2.0. OpenJFX is a registered program of the OpenJFX project OpenJFX project, https://openjfx.io/. OpenJFX is distributed under the GNU General Public License v2.0 (GNU Lesser General Public License), Copyright (C) 1989, 1991 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA, For more information on the use and licensing of OpenJFX, Inc, please visit https://github.com/openjdk/jfx/blob/master/LICENSE.
- 8.4 Using JSch. The software uses JSch, as well as all contents of the library, based on the BSD-style license. JSch is a registered program owned by JCraft, Inc and/or its subsidiaries. For more information on the use and licensing of JSch, please visit http://www.jcraft.com/jsch/.

9. Trial (trial) versions of the software

9.1 In order to promote the paid products of the Author, as well as encourage consumers to purchase them, the Author may provide users with trial (trial) versions of the products free of charge. The trial (trial) version of the products has an unlimited time of use, but limited functionality or other limitations, and is aimed at familiarizing consumers with the product. If the version of the Software is designated as "Free", then, notwithstanding the rest of the terms of this EULA, until a license for the full version of the Software is purchased, this section shall apply. If the version of the software is marked as "Free", then this software can be used for informational purposes only without any direct or indirect benefit. If a full-featured version of the Software has not been purchased, this License Agreement shall terminate in terms of the granted permissions to use specified outside of this paragraph.

10. Software provided as an update

10.1 "Major program update (Upgrade)" - a software update that expands and supplements the main functionality of the software. "Minor update of the program (Update)" - a software update that implies the correction of errors found and minor adjustments to the software functionality. The Author may provide you with software updates during the period determined by the Author. If the software is marked as an "update", in order to use it, you must have a valid license to use the program, which is indicated by the Author Grigoriev Pavel Vitalievich as being subject to update. Software updates are provided by the Author Grigoryev Pavel Vitalievich on the terms

set out on the Author's website, however, in any case, the provision of such updates is not the responsibility of the Author.

- 10.2 You may use the Software received as an update only in accordance with the terms of the License Agreement with which it is provided, unless such items are accompanied by different terms.
- 10.3 Pavel Vitalievich Grigoriev, the author of the "DevOps Report Manager" program does not guaranteedoes not provide updates for previously developed versions of the Software, and does not guarantee the functionality and compatibility of previously purchased Software on devices and operating systems released after the acquisition of the Software. However, Pavel Vitalyevich Grigoriev, the author of the "DevOps Report Manager" program, at his own request, can provide technical support (consultation) in relation to previously purchased programs, within the original system requirements. Before using an update to previously purchased software, the End User must ensure that the updated software can be used on the device in accordance with the system requirements of the updated program.

11. Termination of the contract

- 11.1 Without prejudice to any of his rights, Grigoriev Pavel Vitalievich, the author of the "DevOps Report Manager" program, may terminate this License Agreement if you fail to comply with its terms and restrictions.
- 11.2 Upon termination of this EULA, you must destroy all copies of the Software in your possession, stop using and uninstall the Software.
- 11.3 The validity of the Agreement may also be terminated at any time by the End User refusing to continue using the license.

12. Return Policy

- 12.1. The DevOps Report Manager software is a non-returnable product on the basis of the law on copyright objects (part 1 of article 1259 of the Civil Code of the Russian Federation).
- 12.2. After the release of the license by the Author and registration of the end user data, the return of the software will not be possible due to the fact that the software belongs to copyright objects and is protected as a literary work in accordance with Part 1 of Art. 1259 of the Civil Code of the Russian Federation. The User acquires the rights to use the Software under the License Agreement with the Copyright Holder.
- 12.3. Based on the provided personal data, the author creates a named licensed software a Personal License Key for the DevOps Report Manager program. Registered licenses are not subject to return and exchange in accordance with paragraph 21 of the Rules for the sale of goods by remote means, approved by Decree of the Government of the Russian Federation of September 27, 2007 N 612 (as amended on October 4, 2012): "the buyer is not entitled to refuse goods of good quality, having individually defined properties, if the specified product can be used exclusively by the consumer acquiring it.

Registered licenses include corporate registered licenses, licenses issued to a specific legal entity or individual.

13. Warranties and refunds

13.1 Pavel Vitalievich Grigoriev, the author of the "DevOps Report Manager" program, guarantees the quality of data on media, if any, included in the software package, and the operability of the supplied programs during the warranty period established for the software by applicable law, and under the conditions specified in the documentation (including and

electronic). If the software is purchased within the Russian Federation, the warranty period is 30 days.

- 13.2 Grigoriev Pavel Vitalievich the author of the program "DevOps Report Manager" guarantees that he is the legal owner of this software.
- 13.3 The rest of the Software is provided "as is". Grigoriev Pavel Vitalievich, the author of the "DevOps Report Manager" program, does not guarantee that the software does not contain errors, and also does not bear any responsibility for direct or indirect losses, including lost profits, loss of confidential information resulting from the use of the software, including for possible errors or typographical errors in the software package.
- 13.4 Pavel Vitalievich Grigoriev, the author of the "DevOps Report Manager" program does not guarantee that the software will meet your requirements, does not guarantee its applicability for a particular use, or the operation of the software in conjunction with software and equipment from other manufacturers.
- 13.5 The Author is not responsible for the impossibility of using the Software by the End User, if this impossibility of use is due to the specifics of the operation of the End User's devices and the quality of its connection. All issues related to setting up access to the Internet or setting up a local network (Intranet), settings of devices and software of the End User are not subject to this Agreement and are subject to independent settlement by the End User.
- 13.6 The Licensee guarantees that at the time of acceptance of this offer (proposal) for concluding a license agreement for granting the right to use (a simple non-exclusive license) of the DevOps Report Manager Software, he knows that the refund of the license fee after the transfer of the Personal License Key data for the program to the Licensee DevOps Report Manager is not covered by this license agreement.

14. Applicable law

14.1 The current legislation of the Russian Federation applies to relations under this agreement.

15. Miscellaneous

- 15.1 This License Agreement is considered concluded from the moment you take actions aimed at acquiring the right to use the Software, the Author of which is Pavel Vitalievich Grigoriev (or from the moment of its actual use), and is valid: (1) during the entire period of validity of the exclusive right to the provided version of the Software (in relation to a perpetual license) specified in the order form; or until the provided scope of use of the Software specified in the order form is exhausted; (2) worldwide (except for business licenses, which may be limited by the Contributor-Purchaser's structure).
- 15.2 If you do not agree with the terms of the License Agreement, check the box corresponding to the refusal to accept the terms of the agreement, and click on the "Cancel" or "Cancel" or "Disagree" or "Refuse" button to exit the program download menu or exit installer, or stop using the software immediately.
- 15.3 In the case of providing personal data, by entering into this License Agreement, you freely, by your own will and in your own interest, give an indefinite written consent to any methods of their processing, including any action (operation) or a set of actions (operations) performed using automation tools or without the use of such means with personal data, including the collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access) to third parties, including cross-border transfer to the territory foreign countries, depersonalization, blocking, deletion, destruction of personal data for the purpose of entering into and executing such a License Agreement, as well as for the

purpose of providing you with information regarding new versions or other information related to the Software by various means, including e-mail, and other information from the Author Grigoriev Pavel Vitalievich.

 $\ensuremath{\mathbb{C}}$ 2023, Grigoriev Pavel Vitalievich author of the program "DevOps Report Manager", Russia.