

SKOLTECH ACADEMIC LICENSE
Version 1.0, August 28, 2023

<https://new.skoltech.ru/ofis-transfera-znaniy-software-licenses>

Moscow, Russian Federation

1. DEFINITIONS

1.1. **“Rightholder”** is Autonomous Non-Profit Organization for Higher Education “Skolkovo Institute of Science and Technology,” registered in accordance with the legislation of the Russian Federation; TIN 5032998454, PSRN 111500005922, KPP 773101001; registered address: 121205, Russian Federation, Moscow, territory of Skolkovo Innovation territory, Bolshoy Boulevard 30 bldg. 1.

1.2. **“User”** is a natural person to whom the Rightholder has granted the License under this Contract.

1.3. **“Party”** is the Rightholder, or the User, referred to individually.

1.4. **“Parties”** are the Rightholder and the User, referred to jointly.

1.5. **“Computer Program”** is a computer program of the Rightholder, expressed in the form of source code and/or object (binary) code (as applicable), the License for the use of which is granted to the User under the Contract, if all of the following conditions are met:

1.5.1. the Computer Program is listed on the Register;

1.5.2. the Notice of the Contract is included in the Computer Program or distributed together with it.

1.6. **“License”** is a simple (non-exclusive) license to use the Computer Program under the following terms and conditions:

1.6.1. territory — the territory of all countries of the world;

1.6.2. term — the entire term of protection of the exclusive right to the Computer Program;

1.6.3. remuneration — free of charge;

1.6.4. sublicensing — prohibited;

1.6.5. permitted purposes of use — non-commercial purposes, i.e. not related to making a profit;

1.6.6. prohibited purposes of use — any commercial purposes. The User may send a request to the Rightholder for granting a license to use the Software for commercial purposes on the basis of a separate agreement;

1.6.7. permitted uses:

1.6.7.1. to install (deploy) and store the Computer Program in the memory of the User’s computer;

1.6.7.2. to launch and operate the Computer Program in accordance with its intended purpose and functionality;

1.6.7.3. to test, study, investigate, test, verify the functionality of the Computer Program;

1.6.7.4. to reproduce the Computer Program by any means solely for the own needs of the User;

1.6.7.5. to make a backup copy of the Computer Program solely for archival purposes or to replace a legally acquired copy of the Computer Program if it is lost, destroyed or becomes unusable. Such copy may be used to the extent permitted by the License;

1.6.7.6. to adapt, i.e. to take actions necessary for the Computer Program to function during its intended use;

1.6.8. prohibited uses, including (but not limited to):

1.6.8.1. to grant the right to use the Computer Program to any third parties, including (but not limited to) by issuing sublicenses, subsequent sublicenses (subsublicenses);

1.6.8.2. to provide access to the Computer Program to any third parties, including (but not limited to) through any form of cloud computing, in any other way;

1.6.8.3. to install (deploy) the Computer Program on a computer, any other devices that are not the User’s computer;

1.6.8.4. to provide access to the computer on which the Computer Program is installed to any third parties, including (but not limited to) by leasing, donating, providing remote access to the computer powers, selling, disposing of the computer in any other way, with in which the User completely or partially loses the right to own and/or use it;

1.6.8.5. to decompile the Computer Program expressed in the form of an object (binary) code;



- 1.6.7.6. to carry out modification of the Computer Program, i.e. to rework the Computer Program, to create derivative works, or other results of intellectual activity;
- 1.6.8.7. to distribute or publish the Computer Program or derivative works, or other results of intellectual activity created in violation of subparagraphs 1.6.8.6, in any way;
- 1.6.8.8. any other uses that are not expressly specified in the License as being permitted. The User is strictly prohibited from using the Computer Program outside of the License.

1.7. **“Webpage of the Rightholder”** is a section of the official website of the Rightholder, identified by the domain name <https://new.skoltech.ru/ofis-transfera-znaniy-software-licenses>, containing the Offer, the Register, Licenses revocation statements, information on computer programs.

1.8. **“E-mail of the Rightholder”** is kto@skoltech.ru.

1.9. **“Offer”** is the Skoltech Academic License terms available on the Webpage of the Rightholder at the link in the version and on the date indicated in the title; public offer (proposal) of the Rightholder to conclude the Contact with the User on the terms and conditions listed in the Offer.

1.10. **“Acceptance”** is full and unconditional acceptance by the User of the terms of the Offer expressed in the receipt of a copy (download) of the Computer Program on the User’s computer;

1.11. **“Contract”** a license agreement concluded between the Rightholder and the User by providing the Rightholder the Offer for familiarization and providing the User with an Acceptance as prescribed in Section 3.

1.12. **“Notice”** is a notice about the distribution of the Computer Program under the terms of the Contact, in the form specified in Section 12, which is included in the Computer Program or distributed with it.

1.13. **“Registry”** is the registry of the Computer Programs being distributed by the Rightholder under the terms of the Offer, which is available on the Webpage of the Rightholder.

2. SUBJECT MATTER

2.1. The Rightholder grants, and the User accepts the right to use the Computer Program under the terms of the License.

3. ACCEPTANCE

3.1. The Offer is valid as long as it is posted on the Webpage of the Rightholder, and in relation to a particular Computer Program — as long as such Computer Program is listed on the Register.

3.2. The Contact is considered concluded on the terms of the Offer, and the License is granted from the moment of its Acceptance.

4. USER’S RIGHTS AND OBLIGATIONS

4.1. The User is obliged:

4.1.1. to use the Computer Program in strict accordance with the terms and conditions of the Contact;

4.1.2. to stop using of the Computer Program immediately in the event of revocation of the License, as well as termination of the Contact, regardless of the reasons for such termination;

4.1.3. within 3 (three) calendar days from the moment specified in subparagraphs 4.1.2, to destroy all copies of the Computer Program;

4.1.4. to save the Notice and to reproduce it on each copy of the Computer Program reproduced by the User under the License;

4.1.5. to refrain from actions aimed at overcoming the digital restrictions management built into the Computer Program (as applicable);

4.2. The User has the right:

4.2.1. to send to the E-mail of the Rightholder a commercial license request, as well as a request for the conclusion of a contract, an agreement on terms different from the terms of the Contact, including (but not limited to) granting the modification right, other extension of the License.

4.3. The User has other rights and obligations provided by the Contact or applicable law.

5. MEANS OF INDIVIDUALIZATION

5.1. The User is entitled to use trademarks, service marks, commercial designations, trade names of the Rightholder, the name of the Computer Program, other products of the Rightholder, only when such use is due to the need to indicate the Rightholder as the Computer Program owner. Such indication must be accompanied with the Notice.

6. WARRANTIES

6.1. The software is provided “AS IS.”

6.2. The Rightholder does not provide the User with any guarantees regarding lack of technical defects in the Computer Program, guarantees regarding its productivity, suitability for a particular purpose of use, and does not provide any other explicit or implied guarantees.

6.3. Under no circumstances shall the Rightholder be liable for any claims, lawsuits, for any losses, as well as liability on other grounds arising in connection with the effect of this Contact, other contracts, agreements, in connection with torts or on other grounds that take place in connection with the Computer Program, its use, other operations performed in connection with the Computer Program.

7. APPLICABLE LAW

7.1. This Offer, Acceptance, Contact and any disputes or claims arising in connection with the Offer, Acceptance, conclusion and fulfillment of the Contact shall be governed and interpreted in accordance with Russian law.

8. JURISDICTION

8.1. The competent court for the consideration and resolution of disputes referred to in paragraph 7.1 is the Arbitration Court of the City of Moscow (for entrepreneurship disputes) or the Kuntsevsky District Court of the City of Moscow (for other disputes), which are state courts of the Russian Federation and located in the city of Moscow, Russian Federation.

9. LIABILITY

9.1. For failure to perform or improper performance of the Contact, the Parties shall be liable in accordance with applicable law.

10. TERMINATION

10.1. The Rightholder has the right to repudiate the Contact unilaterally and out of court at any time and to revoke the License by posting a relevant statement on the Webpage of the Rightholder and taking a Computer Program from the Registry. From this moment the Contract deemed terminated and the License revoked.

10.2. The User undertakes to check the Webpage of the Rightholder for the statements and changes entered in the Registry specified in paragraph 10.1 on their own, and is obliged to immediately stop using the Computer Program, if the Rightholder repudiates the Contact and revokes the License. Failure by the User to take actions to familiarize themselves with the statement and/or changes in the Registry does not discharge the User from liability for violation of the intellectual rights of the Rightholder to the Computer Program.

11. MISCELLANEOUS

11.1. The Contact takes effect from the moment the Acceptance is sent until the Parties fully fulfill their obligations under it. After the termination of the Contact, its provisions will be applied until the Parties fulfill all obligations to each other that arose during the validity period of the Contact.

11.2. The text of the Contact is drawn up in Russian and English. In the event of any discrepancies between the text of the Contact in Russian and English, the text of the Contact in Russian shall prevail.

12. FORM OF NOTICE

[Title of the Computer Program]

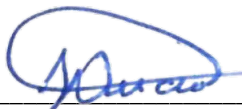
© *[year of creation of the Computer Program]* the Rightholder

- 1) The Computer Program is distributed under the terms of the **SKOLTECH ACADEMIC LICENSE, VERSION 1.0** (hereinafter "Offer").
- 2) The User has the right to use the Computer Program on the terms of a SIMPLE (NON-EXCLUSIVE), FREE OF CHARGE, REVOCABLE LICENSE FOR THE WHOLE TERM OF THE EXCLUSIVE RIGHT, ON THE TERRITORY OF ALL COUNTRIES OF THE WORLD FOR NON-COMMERCIAL PURPOSES, WITHOUT THE RIGHT TO MODIFY, WITHOUT THE RIGHT OF YOU COTTAGE SUB-LICENSE.
- 3) The use of the Computer Program is allowed STRICTLY WITHIN THE LIMITS PROVIDED BY THE OFFER.
- 4) The User is PROHIBITED TO USE THE COMPUTER PROGRAM FOR ANY COMMERCIAL PURPOSES. The User may send a request to the Rightholder for granting a license to use the Software for commercial purposes on the basis of a separate agreement
- 5) START USING OF THE COMPUTER PROGRAM MEANS FULL AND UNCONDITIONAL ACCEPTANCE OF THE TERMS OF THE OFFER. The full text of the Offer is available on the website of the Rightholder at the link:

<https://vk.cc/cqJDJe>

6) **DISCLAIMER.** THE COMPUTER PROGRAM IS PROVIDED "AS IS." THE Rightholder DOES NOT PROVIDE THE USER WITH ANY GUARANTEES OF THE ABSENCE OF TECHNICAL FAULTS OF THE COMPUTER PROGRAM, GUARANTEES REGARDING PRODUCTIVITY, SUITABILITY FOR A PARTICULAR PURPOSE OF USE, AND ALSO DOES NOT PROVIDE ANY OTHER EXPLICIT OR IMPLIED GUARANTEES. UNDER NO CIRCUMSTANCES SHALL THE Rightholder BE LIABLE FOR ANY CLAIMS, LAWSUITS, FOR ANY LOSSES, AS WELL AS LIABILITY ON OTHER GROUNDS ARISING IN CONNECTION WITH THE VALIDITY OF THIS OFFER, OTHER CONTACTS, AGREEMENTS, IN CONNECTION WITH TORTS OR FOR OTHER REASONS ARISING IN CONNECTION WITH THE COMPUTER PROGRAM, ITS USE, OTHER OPERATIONS PERFORMED IN CONNECTION WITH THE COMPUTER PROGRAM.

13. SINGATURE OF THE Rightholder



Dmitriy Yumashev, Director for Development acting on the basis of Power of Attorney No. 165 dated December 23, 2022

