
PUBLIC OFFER CONTRACT

on the terms of use of the software

(hereinafter referred to as the "Offer")

Public Offer Contract No. 2, dated "April 21", 2026.

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1. GENERAL PROVISIONS. TERMS AND DEFINITIONS

1.1. The Offer is an official public offer of the **Individual Entrepreneur Pekshev Aleksandr Aleksandrovich** (OGRNIP: 319482700001087, INN 482611804466) (hereinafter referred to as the "**Licensor**"), on the one hand, addressed to an unlimited number of individuals with full legal capacity, including those registered as an individual entrepreneur, as well as legal entities (hereinafter referred to as the "**Licensee**"), on the other hand, hereinafter collectively referred to as the "**Parties**", and each individually as a "**Party**", to conclude a license agreement (hereinafter referred to as the "**Agreement**") on the same terms for all and in electronic form on the terms of the Offer.

1.2. The conclusion of the Agreement occurs at the moment of Acceptance, as a result of which the person who has performed Acceptance becomes the Licensee and a party to the Agreement. Acceptance is equivalent to the conclusion of the Agreement in simple written form without signing its written copy, which creates mutual rights and obligations for the Parties, for failure to fulfill which the liability established by law occurs.

1.3. By performing Acceptance, the Licensee confirms that: it has fully read the terms of the Offer and accepts them unconditionally; it has the necessary legal capacity and, when acting on behalf of a legal entity, has appropriate authority; it understands the legal nature of the Agreement, its content, essential terms, and the legal consequences of its conclusion.

1.4. The Licensee confirms that it acquires the right to use the Program for purposes related to its professional or business activities. The Program is intended for use by specialists in the field of design and related areas and is not intended for personal, family, household or other needs unrelated to professional or business activities.

1.5. If the Licensee does not agree with any of the terms of the Offer, it is obliged to refrain from performing Acceptance and using the Program.

1.6. For the purposes of applying and interpreting individual provisions of the Agreement, the Licensor uses the basic terms established below (unless otherwise expressly stated in the Agreement). In the text of the Agreement, these terms may be used in a different case, in the singular or plural, with a lowercase or uppercase letter, or as abbreviations:

1.6.1. "**Offer**" — the official public offer of the Licensor, which contains all essential terms of the Agreement.

1.6.2. "**Agreement**" — the license agreement concluded between the Licensor and the Licensee on the terms of the Offer through Acceptance.

1.6.3. "**Site**" — a set of computer programs, databases, graphic, audiovisual and information materials contained in an information system, access to which is provided via the Internet, located at the permanent URL address: <https://modplus.org/en/>, including all levels of the specified domain, both current and those put into operation during its entire term of validity, as well as pages (landings) originating from it.

1.6.4. "**Program**" — the ModPlus software for a computer, presented in objective form as a set of data and commands, intended for the operation of a computer as an add-on to computer-aided design (CAD) software complexes such as AutoCAD, Revit, Renga and others, including all Plugins, databases, audiovisual displays, updates thereto, as well as any documentation on the use of the Program. The "MODPLUS" trademark is registered internationally under the Madrid System administered by the World Intellectual Property Organization (WIPO International Registration No. 1 884 454, date

of registration July 15, 2025). The Program is also registered by the Federal Service for Intellectual Property of the Russian Federation (certificate of state registration of computer programs No. 2019612239 dated February 13, 2019; entry in the Unified Register of Russian Programs for Electronic Computers and Databases No. 14177 dated July 11, 2022).

1.6.5. **"Plugin"** — a separate functional module of the Program, connected to a supported CAD product. Plugins are divided into free and paid; the list, purpose and conditions of use of each Plugin are provided on the Site in the "Help" section. The use of free Plugins does not require the acquisition of a License. The use of paid Plugins in full is possible only with a valid License.

1.6.6. **"License"** — the right granted by the Licensor to the Licensee to use the Program (as a whole or its individual Plugins) within the limits established by the Agreement and the selected type of License. Types of Licenses, their characteristics and conditions are set out in section 2 of the Offer.

1.6.7. **"Licensor"** — Individual Entrepreneur Pekshev Aleksandr Aleksandrovich (OGRNIP: 319482700001087, INN 482611804466), the sole and legal copyright holder of the Program.

1.6.8. **"Licensee"** — a person (an individual, an individual entrepreneur, or a legal entity) to whom the right to use the Program is granted under the terms of the Offer. The Licensee is responsible for the actions of all persons to whom it has granted access to use the Program, including through the License Server, as for its own actions.

1.6.9. **"Payer"** — the person who has paid the license fee for the acquisition of the License. As a general rule, the Payer is at the same time the Licensee. In the case of use of the "Gift" function provided for in section 4 of the Offer, the Payer and the Licensee may be different persons.

1.6.10. **"Recipient"** — a person to whom a License has been transferred by another Licensee using the "Gift" function in the manner established by section 4 of the Offer. The Recipient becomes the Licensee under the transferred License from the moment of its Acceptance.

1.6.11. **"Tariff Plan"** — the price of the License indicated on the Site in the "Buy" section, set by the Licensor depending on the selected type of License, configuration and package of the Program, number of connected workstations and the term of the License.

1.6.12. **"Order"** — a properly executed request from the Licensee using the functionality of the Site to purchase a License in the selected configuration. The terms of the Order after its execution and confirmation by the Licensor are an integral part of the Agreement.

1.6.13. **"Acceptance"** — full and unconditional acceptance of the terms of the Offer, performed by one or more of the following implicative actions:

1.6.13.1. For the Payer placing an Order on the Site — placing an Order on the Site with confirmation of consent to the terms of the Offer (by marking the corresponding checkbox in the Site interface) and payment of the license fee;

1.6.13.2. For the Recipient (a person to whom a License has been transferred using the "Gift" function) — any of the following actions: activation of the License in the Personal Account; installation of the Program with confirmation of consent to the terms of the license agreement through the installer interface; the actual

commencement of use of the Program under the transferred License;

1.6.13.3. For any Licensee using the Program — installation of the Program with confirmation of consent to the terms of the license agreement through the installer interface.

1.6.14. The Parties confirm that Log files (event registration files), extracts of actions from the hardware and software complex of the Site, as well as records in the Personal Account of the Licensee and data of payment systems, may serve as admissible and sufficient evidence of the fact of Acceptance, recording the Licensee's performance of the actions specified in clause 1.6.13.

1.6.15. "**Account**" — a unique set of registration data stored in the Licensor's database, specified by the Licensee upon registration on the Site and identifying the Licensee, necessary for its Authentication and Authorization, allowing access to the Personal Account.

1.6.16. "**Personal Account**" — a special section of the Site that allows the Licensee to place an Order, access technical support, forum, knowledge base, and use other current functionality of the Site.

1.6.17. "**Login/Password**" — a secret set of characters determined by the Licensee at the time of registration, not subject to disclosure to third parties, entered to complete the Authentication and Authorization procedure.

1.6.18. "**Authorization**" — granting the Licensee access rights to the Personal Account after completing the Authentication procedure.

1.6.19. "**Authentication**" — the procedure for verifying the authenticity of authorization data by comparing the Login and Password entered when logging into the Account with the Login and Password saved in the security system when the Licensee registered on the Site.

1.6.20. "**License Server**" — a software tool that ensures the operation of a corporate (multi-user) License. The License Server is implemented in two versions — LAN (local area network) and Web — selected by the Licensee when placing an Order.

1.7. The Agreement may contain other terms, the interpretation of which shall take into account the literal meaning of the words and expressions contained therein. In all other cases, the interpretation of terms shall be carried out in accordance with applicable law or business customs.

1.8. The offer to conclude the Agreement may not be withdrawn by the Licensee independently and shall be valid until the date of its withdrawal by the Licensor, subject to the actual availability and operability of the Site, except for cases stipulated by the Agreement and applicable law.

1.9. The Agreement shall be valid from the date of Acceptance until the expiration of the License (for term-based Licenses) or until the moment the Licensee ceases to use the corresponding version of the supported product (for perpetual Licenses for individual Plugins). The expiration of the License does not, in itself, entail the termination of the obligations assumed by the Parties and does not release them from liability for breach of obligations.

2. TYPES OF LICENSES

2.1. The Licensor offers three types of Licenses for acquisition, differing in the scope of rights, term of validity, and order of use:

2.2. **Single-user license for individual Plugins.** The License grants the right to use one or several individual paid Plugins selected by the Licensee when placing an Order. The License applies only to the specific version of the supported CAD product (for example, AutoCAD 2020, Revit 2022, etc.) specified when placing the Order. The term of the License is unlimited and remains for the entire period during which the Licensee uses the corresponding version of the supported product, but not longer than the term of the exclusive (proprietary) right to the Program. Activation of the License is carried out through the Personal Account after authorization in the Licensee's Account. This License **is not transferable** to third parties (including through the "Gift" function).

2.3. **Single-user subscription.** The License grants the right to use all paid Plugins of the Program by one user. The subscription applies to all supported versions of the corresponding CAD product, including versions released during the term of the subscription. Subscription options for individual CAD products (AutoCAD, Revit, Renga) or for all supported products are available. The term of the subscription is from 1 (one) to 12 (twelve) months, selected by the Licensee when placing an Order. Activation of the subscription is carried out through the Personal Account after authorization in the Licensee's Account. This License may be transferred using the "Gift" function in the manner established by section 4 of the Offer.

2.4. **Corporate (multi-user) subscription.** The License grants the right to use all paid Plugins of the Program by several users simultaneously, the number of which is determined by the "number of workstations" parameter selected by the Licensee when placing an Order. The subscription applies to all supported versions of the corresponding CAD product. Subscription options for individual CAD products or for all supported products are available. The term of the subscription is from 1 (one) to 12 (twelve) months. The License operates through the License Server (LAN or Web) selected by the Licensee. The Licensee independently installs and administers the License Server and grants access to users. The Licensee is responsible for the actions of all users to whom it has granted access to the License through the License Server as for its own actions. This License may be transferred using the "Gift" function in the manner established by section 4 of the Offer.

2.5. Detailed technical characteristics of each type of License, the list of Plugins, supported versions of CAD products and conditions of use are posted on the Site in the "Buy" and "Help" sections, are open for review and constitute an integral part of the Agreement.

2.6. Upon expiration of term-based Licenses (single-user and corporate subscriptions), the right to use paid Plugins ceases; free Plugins of the Program remain available for use without time restrictions. To continue using paid Plugins, the Licensee may place a new Order.

2.7. The Licensor reserves the right to unilaterally change the list of types of Licenses, their characteristics, tariffs and composition. Such changes do not apply to already paid and valid Licenses within their term of validity.

3. TERMS OF USE OF THE PROGRAM

3.1. In the manner and on the terms stipulated by the Agreement, the Licensor grants the Licensee, on a paid basis, permission to use the Program within the framework of its

functional capabilities under the terms of a simple (non-exclusive) license, within the territory of countries around the world, in the scope established by the selected type of License. Sublicensing is not permitted, except for cases expressly provided for in section 4 of the Offer (transfer of the License using the "Gift" function).

3.2. The methods of using the Program permitted to the Licensee apply both to the Program as a whole and to all of its existing Plugins separately within the selected type of License, and include: reproduction, including recording in the memory of a computer device, changing settings within the available functional capabilities, in accordance with the list of data and commands specified on the Site, in order to obtain a certain result and the functioning of the Program on a computer device and/or under the control of other software.

3.3. The right to use and access to the Program is granted to the Licensee remotely, according to the SaaS (Software as a Service) model, for independent use within the limits established by the selected type of License. The Licensee may install the Program on the number of computer devices (workstations) specified by the selected type of License.

3.4. The Licensee gets acquainted with the general and technical description of the Program (Plugins) on the Site in the "Help" section, selects the type of License, configuration, package of the Program, the number of connected workstations (for a corporate subscription), as well as the term of the License (for subscriptions) using the functionality of the Site, which is recorded by means of the executed Order, which is an integral part of the Agreement.

3.5. The Program is supplied to the Licensee on an "as is" basis, with the same functional properties and in the state in which it exists at the time of acquisition of the License, and the Licensor does not guarantee the Licensee the implementation of its proposals for improving (updating) the Program. The Licensee configures the Program for use independently; the Licensee has the right to receive technical support from the Licensor within the functionality of the Site.

3.6. The transfer of the right to use the Program is carried out in an automated manner. Remote access to the Program is considered granted to the Licensee from the moment of payment of the license fee (or from the date of commencement of the subscription period specified in the Order, if such date falls later than the date of payment). If within 10 (ten) calendar days from the moment access is granted, the Licensor has not received any reasoned claims from the Licensee regarding the **fact of granting access** (inability to activate, inoperability from the moment of grant, and the like), the Licensor is considered to have properly fulfilled its obligations to grant access. This clause does not limit the Licensee's right to raise other claims regarding the quality of the Program during the entire term of the License.

3.7. The Parties do not sign any acceptance certificate or other closing document in relation to the grant of the right to use the Program. Confirmation of payment and grant of access is provided to the Licensee in the manner established by section 7 of the Offer.

4. TRANSFER OF LICENSE (GIFT FUNCTION)

4.1. This section regulates the procedure for transferring Licenses in cases where the Payer and the end Licensee are different persons through the use of the "Gift" function.

4.2. **"Gift" function** — functionality of the Site that allows a Licensee to transfer a License it has acquired to another person. The "Gift" function is available for single-user subscriptions and for corporate subscriptions. Licenses for individual Plugins (clause 2.2 of

the Offer) are not transferred through the "Gift" function.

4.3. The transfer of a License using the "Gift" function is carried out in the Personal Account. To receive a transferred License, the Recipient must have an Account on the Site. From the moment of transfer of the License, the Licensee who used the "Gift" function loses all rights in respect of the transferred License, and the Recipient becomes the Licensee under the transferred License from the moment of its Acceptance in the manner established by clause 1.6.13.2 of the Offer.

4.4. Use of the Program by the Recipient, activation of the License, entry of the activation key into the License Server, granting access to users of the License Server, or other actions indicating the use of the transferred License, shall mean the unconditional acceptance by the Recipient of the terms of the Offer.

4.5. The transfer of an Order is carried out in full (as a whole). Partial transfer of an Order (transfer of individual Licenses included in the Order) is not permitted.

4.6. Information on the transfer of a License is recorded in the Log files of the Site and may be used as evidence of the fact of transfer.

4.7. The Recipient is not the Payer under the transferred License and has no right to a refund of the license fee (including in the cases established by section 8 of the Offer), since the funds for the License were paid not by the Recipient but by another Licensee who used the "Gift" function. Claims of the Recipient related to the refund of the license fee shall be addressed to the person who transferred the License.

5. LICENSE FEE

5.1. The license fee is paid in the currency accepted by the payment provider connected to the Site at the time of placing the Order. The Licensor does not bear responsibility for currency conversion rates, bank commissions, or other charges that may be applied by third parties in connection with the Licensee's payment.

5.2. The Licensee (Payer) undertakes to make a full advance payment of the license fee in the amount established by the Tariff Plan selected by it at the price indicated on the Site at the moment of placing the Order. The Licensee's obligation to pay the license fee shall be deemed duly fulfilled at the moment the funds are credited to the Licensor's settlement account through the payment provider.

5.3. Payment of the license fee is made exclusively by non-cash payment using a bank card through the payment module connected to the Site. The following bank cards are accepted for payment: **Visa, MasterCard**. Under this Offer, the Licensor does not issue invoices for payment by bank transfer and does not provide other payment methods.

5.4. Payment processing occurs on the authorization page of the payment provider, where the Licensee must enter their bank card details in a special payment form (card number, card expiration date, security code CVC2/CVV2). The Licensee is personally responsible for the accuracy of the entered payment details and the correctness of the payments made.

5.5. If the Licensee's bank card is connected to the 3D-Secure service, the Licensee will be automatically redirected to the issuing bank's page in order to undergo the authentication procedure in accordance with the rules and methods of the issuing bank. If the payment details entered by the Licensee are correct and valid, and the use of the bank

card is recognized as technically possible, a non-cash debit of funds occurs.

5.6. The Licensor's obligations to grant access to the Program are considered fulfilled from the moment the Licensee pays the license fee, provided that the fact of payment is reflected in the Licensor's electronic payment accounting system, regardless of whether the Licensee requested performance during the term of the License, and regardless of the actual quantity and volume of use by the Licensee of the rights granted under the License.

5.7. The Licensor does not control the hardware and software complex of the payment module and is not responsible for errors in payment processing (refusal to accept payment, lack of crediting, double withholding of funds, and the like), such responsibility lies with the issuing bank and the payment provider. At the same time, the Licensor assists the Licensee in resolving any disputes that arise within the capabilities available to it.

5.8. The Licensor has the right to unilaterally change the amount of the license fee by publishing such changes on the Site. Changes in the amount of the license fee apply to Orders placed after the date of publication of the changes and do not apply to already paid and valid Licenses within their term of validity.

5.9. The Licensor may provide the Licensee with discounts, bonuses, promotional offers, a trial (free) period of access and other preferential terms for using the Program. Offers within the framework of preferential terms of access to the Program may be limited by established terms of their validity, of which the Licensee is informed via the Site.

6. REGISTRATION ON THE SITE

6.1. Registration on the Site allows the Licensee to place an Order, gain access to the Program, technical support, and other functionality of the Site. Upon registration, the Licensee gives consent to the processing of personal data in accordance with the Privacy Policy. **Registration on the Site by itself does not constitute Acceptance of the Offer;** Acceptance is performed in the manner established by clause 1.6.13 of the Offer.

6.2. An Account on the Site is required for placing any Order under this Offer. Where a Licensee uses the "Gift" function to transfer a License to a Recipient, the Recipient must also have an Account on the Site to receive the transferred License.

6.3. If the Licensee decides to register an Account, it must enter the relevant data in a special form on the Site, create a Login and Password, and confirm the registration by activating the corresponding button. After completing the specified actions, the Licensee is considered to have successfully completed the registration procedure and is granted access to the Personal Account.

6.4. Each subsequent access by the Licensee to the Account is carried out through its Authentication and Authorization.

6.5. The Licensee is responsible for the safety of its Login and Password and has no right to transfer this data to third parties. Any actions performed using the Licensee's Login and Password are presumed to be performed on its behalf and in its interests. In the event of unauthorized activity of third parties in relation to the Account, or suspicion of compromise of the Login and Password, the Licensee is obliged to notify the Licensor at the earliest opportunity.

6.6. The Licensor shall not be liable for the accuracy of the information provided by the Licensee upon registration.

7. DOCUMENTS AND LEGALLY SIGNIFICANT COMMUNICATIONS

7.1. This section determines the procedure for confirming payments and exchanging legally significant communications between the Parties.

7.2. **Payment confirmation.** After payment, the Licensee is sent an electronic payment receipt issued by the payment provider to the email address specified when placing the Order. The payment receipt is the document confirming the settlement between the Parties. Under this Offer, the Licensor does not issue acceptance certificates, invoices for payment, VAT invoices, or other primary accounting documents.

7.3. **Legally significant communications.** The exchange of legally significant communications concerning the execution, modification, or termination of the Agreement may be carried out by the Parties by e-mail or via the Telegram messenger, using exclusively the details specified by the Licensor in the Agreement or on the Site, and the details provided by the Licensee upon registration and/or placing the Order on the Site.

7.4. Communications sent by the Parties to each other by e-mail or via the Telegram messenger are recognized as electronic documents signed with a simple electronic signature and have legal force for the Parties, provided that the appropriate details are used.

7.5. **Language of communications.** Legally significant communications between the Parties may be drawn up in English or in Russian; both languages are accepted. The Licensor determines the language of its response at its own discretion.

7.6. The day of receipt of communications by the addressee shall be the day of their sending. The Parties undertake to maintain confidentiality of access to their means of communication and to immediately notify each other of all cases of their compromise or the impossibility of opening received messages; otherwise such messages are considered duly sent and received.

8. LIABILITY OF THE PARTIES

8.1. In case of violation of obligations arising from the Agreement, the guilty Party shall bear liability provided for by the Agreement and applicable law. Violation of the terms of the Agreement is non-fulfillment or improper fulfillment of the obligations assumed under the Agreement.

8.2. The Licensor shall not be liable for the discrepancy between the Program and the Licensee's expectations, or for its subjective negative assessment. Such discrepancy or subjective negative assessment of the Program may under no circumstances be grounds for considering the Licensor's provision of access to the Program and the right to use it to be improper.

8.3. The Licensor shall not be liable for adverse consequences that occurred for the Licensee in connection with the provision of inaccurate, insufficient information to the Licensor or its untimely provision, as well as for technical problems that arose due to the fault of third parties.

8.4. The Licensor does not undertake any obligations to provide the Licensee with software and hardware capabilities for using the Program. If the Licensee's device does not allow it to use the Program in full or in part, the Licensor does not bear any obligations to reimburse the Licensee for the license fee for using the Program.

8.5. The Licensee is prohibited from:

8.5.1. providing the Licensor with false information about themselves or personal data and other confidential information of third parties without their consent, executed in the manner prescribed by law;

8.5.2. impersonating another person or providing false (fake) documents;

8.5.3. transferring access rights to the Program, the Account, or software associated with the Program for use by third parties, including through sale, lease, exchange, or free use, **except for the methods of License transfer expressly provided for in section 4 of the Offer** (the "Gift" function);

8.5.4. creating conditions for the use of the Program by persons who do not have the right to use it, including those working in the same network or multi-user system with the Licensee, except in cases where the Licensee uses a corporate License and grants access to users within the number of workstations established by the License;

8.5.5. disassembling, decompiling (converting object code into source text) the Program, databases, and other components of the Program, except for cases when the possibility of performing such actions is expressly provided for by applicable law;

8.5.6. modifying the Program, including making changes to the object code of the Program or its databases, with the exception of those changes that are made by means included in the Program package and described in the operating documentation;

8.5.7. taking software and hardware actions that may be considered as obviously disrupting the normal operation and functioning of the Program and other infrastructure owned by the Licensor;

8.5.8. using any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy, or track the content of the Site or the Program, as well as other infrastructure owned by the Licensor;

8.5.9. bypassing the navigation structure of the Site or the Program, or otherwise providing itself with unauthorized access to its functions for the purpose of obtaining information, documents, materials, or access to closed sections of the Site or the Program that are lawfully inaccessible to the Licensee;

8.5.10. violating the security system of the Site or the Program;

8.5.11. using the Program in any other way that is not expressly permitted by the Agreement.

8.6. The Licensor shall not be liable for any damages arising from the use or inability to use the Program. The Licensor's property liability in any case may not exceed the amount paid by the Licensee for the Program.

8.7. The Licensee's violation of the Licensor's exclusive right entails its liability and the Licensor's right to terminate the Agreement early. In the event of a violation by the Licensee of the copyright's property or non-property rights to the Program, the Licensor, along with the use of other applicable methods of protection and liability measures, has the right to demand from the Licensee, at its discretion, instead of compensation for damages, payment of compensation for each fact of the violation committed.

8.8. The Parties shall be released from liability for full or partial failure to fulfill the obligations assumed under the Agreement if the failure to fulfill or improper fulfillment of such obligations was a consequence of force majeure, namely: fire, natural disasters, strike, war, mass riots, major accidents, man-made disasters, worsening of the epidemiological

situation (pandemic), prohibitive actions of government authorities, international sanctions, Internet failures, or other circumstances beyond the control of the Parties that arose after the conclusion of the Agreement.

8.9. The Party that cannot fulfill its obligations under the Agreement due to force majeure shall, at the first opportunity, but no later than 10 (ten) calendar days after the occurrence of force majeure, notify the other Party in writing. Documents confirming such circumstances, issued by competent authorities, shall be submitted within a reasonable time after their receipt by the interested Party. If the force majeure lasts for more than 30 (thirty) calendar days, either Party may initiate termination of the Agreement.

8.10. The Party that has received a claim is obliged to consider it on the merits and provide a reasoned response within 15 (fifteen) calendar days from the date of receipt. Based on the results of the claim review, the Party that received the claim shall make one of the following decisions: 1) satisfy the demands of the other Party and provide actual fulfillment of the stated demands (elimination of the violation); 2) refuse to satisfy the demands of the other Party with a justification for its decision.

9. REFUND POLICY

9.1. The Licensee pays the cost of the License for the right to use the Program on demand. Failure to use or termination of use of the Program by the Licensee shall not in itself be grounds for the Licensor to refund the funds paid as a license fee, except for cases expressly provided for in this section.

9.2. **Refund to the Payer.** The Payer is entitled to claim a refund of the paid license fee. The refund is processed by the Licensor through the payment provider used for the original payment. As a general rule, the refund is made in the full amount of the paid license fee, subject to the Licensor's right to refuse a refund or to make a partial refund in the cases set out in clause 9.3.

9.3. **Right to refuse a refund.** The Licensor reserves the right to refuse a refund or to propose a partial refund in cases where the License has been actively used by the Licensee after its grant, or where the period of actual use of the License constitutes a substantial part of its term of validity. The license fee for Licenses for individual Plugins (clause 2.2 of the Offer) is not subject to refund from the moment of activation of the License.

9.4. **Recipients.** Recipients, that is, persons who received a License using the "Gift" function, are not Payers and do not have the right to a refund of the license fee from the Licensor. Claims of the Recipient related to the refund of paid funds shall be addressed to the person who transferred the License to the Recipient.

9.5. The refund of the license fee is made by the Licensor on the basis of an application from the Payer, drawn up in the form of an electronic document and sent to the Licensor's e-mail address. The refund application must contain the applicant's data in a volume sufficient to identify the Order, specific requirements, and other information on the essence of the appeal.

9.6. The Licensor shall consider the refund application within a period of no more than 10 (ten) calendar days from the date of its receipt and shall make one of the following decisions: 1) satisfy the requirements and refund the funds to the Payer in full or in part; 2) refuse to satisfy the requirements and justify the reasons for its refusal.

9.7. If the application is satisfied, the refund is initiated by the Licensor no later than 10 (ten) calendar days from the date of the corresponding decision. The refund is carried out through the payment provider originally used for payment. The Licensor is not responsible for currency conversion rates, bank commissions, or other charges applied by third parties (including the issuing bank of the Licensee's card and the payment provider) upon the refund of funds. The actual receipt of refunded funds by the Licensee depends on the technical capabilities and operational time of the payment provider and the issuing bank.

9.8. Simultaneously with the refund of funds, the Licensor terminates the Licensee's right to use the Program to the extent of the refunded License.

10. INTELLECTUAL PROPERTY

10.1. The Licensor is the legal owner of the Program. All copyrighted objects available on the Site, including design elements, text, graphic images, illustrations, videos, computer programs, databases, audiovisual works and other objects posted on the Site, or to which the Licensee is provided access when using the Program, are objects of intellectual property rights of the Licensor and other copyright holders.

10.2. The "MODPLUS" trademark is the subject of international registration No. 1 884 454 dated July 15, 2025 under the Madrid Agreement and Protocol administered by the World Intellectual Property Organization (WIPO), with designations covering, among others: Australia, Belarus, Canada, China, Egypt, India, Japan, Kazakhstan, Singapore, Türkiye, United Arab Emirates, United Kingdom, United States of America, and Uzbekistan. The scope and status of protection in each designated territory is determined in accordance with the national law of the respective territory and the records of the International Register of Marks.

10.3. The Licensor does not alienate the exclusive (property) right to the copyrighted objects belonging to it to the Licensee, and the Licensee is obliged to refrain from actions that violate or may violate the exclusive (property) right of the Licensor, as well as to immediately report any facts of violations by third parties that become known to it.

11. PROTECTION OF PERSONAL DATA AND CONFIDENTIALITY

11.1. The procedure for processing personal data is determined by the Privacy Policy, which is freely available on the Site 24/7. If the Licensee intends to provide the Licensor with its personal data, a mandatory condition for this is prior familiarization with the Privacy Policy and voluntary, in its own interests, provision of specific, objective, informed, conscious and unambiguous consent to the processing of personal data in the established manner.

11.2. The Parties agree that all information that became known to the Parties during the execution of the Agreement is confidential and is not subject to disclosure, unless consent of the other Party is given, except in cases when such information must be transferred on legal grounds and reasonable requests of competent government authorities.

12. FINAL PROVISIONS

12.1. The Parties agree that the Offer contains the entire scope of agreements regarding the subject, term, price and other essential terms of the Agreement, which cancel

their other obligations accepted orally or in writing prior to the Acceptance.

12.2. **Governing law.** The substantive law of the Russian Federation shall apply to the relations of the Parties arising from the Agreement. In all matters not provided for by the Agreement, the Parties shall be guided by the applicable legislation of the Russian Federation, and in the absence of a legal norm regulating the legal relationship that has arisen, by the provisions of the Berne Convention for the Protection of Literary and Artistic Works (as amended) or by established business practices.

12.3. The Parties acknowledge that if any of the individual provisions of the Agreement becomes invalid during its term, due to a change in applicable law or on the basis of a court decision, the remaining provisions of the Agreement shall be binding on the Parties during its term, and the invalid provision shall be replaced by an applicable provision of law or by a new provision agreed upon by the Parties.

12.4. **Amendments to the Offer.** The Licensor reserves the right to unilaterally amend the terms of the Offer without prior approval by the Licensee. The current version of the Offer is permanently posted on the Site and is freely available to any person at the location of the Offer. Amendments come into force from the moment of publication of the new version of the Offer on the Site.

12.5. Amendments made to the Offer **do not apply to already paid and valid Licenses within their term of validity**; such Licenses are governed by the version of the Offer that was in effect at the moment of the corresponding Acceptance. Amendments apply to Orders placed after the date of publication of the new version of the Offer.

12.6. The Licensor is not obliged to individually notify Licensees of amendments to the Offer. The Licensee is recommended to periodically familiarize itself with the current version of the Offer posted on the Site.

12.7. **Archive of previous versions of the Offer** is maintained by the Licensor on the Site at <https://modplus.org/en/publicofferarchive>. The version of the Offer that was in effect at the moment of Acceptance by a specific Licensee is determined by the date of Acceptance, recorded in the Licensor's Log files, as well as by the data of the Personal Account and payment systems.

12.8. **Dispute resolution procedure.** All disputes and disagreements arising from or in connection with the Agreement shall be resolved by the Parties through a pre-trial claim procedure. A claim is sent in the manner established by section 7 of the Offer; the period for consideration of a claim is 15 (fifteen) calendar days. If the Parties fail to reach an agreement through the claim procedure, disputes shall be resolved in court at the location of the Licensor, unless otherwise established by mandatory rules of applicable law.

12.9. In case of change of its own details, a Party is obliged to immediately, but not later than 3 (three) calendar days, notify the other Party thereof. Payments, documents, and/or legally significant communications made or sent to the details previously known to the other Party, prior to receipt of notification from that Party of their change, are considered due and proper execution.

12.10. The Offer is drawn up in English. The authentic copy of the Offer is freely available on the Site.

13. LICENSOR DETAILS

Name: Individual entrepreneur Pekshev Aleksandr Aleksandrovich

OGRNIP: 319482700001087

INN: 482611804466

E-mail: modplus@mail.ru