This User Agreement ("Agreement") is an agreement between any person or legal entity ("User" or "Licensee") registered to use or access the Boro Service and Elecard Devices, CJSC ("Elecard") the service provider. This Agreement covers your use of and access to the Boro Internet Service, its Application Programming Interface ("API") and any of its client applications developed by Elecard (jointly the "Boro Service" or “Elecard Boro”). This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Elecard for products, software or services.

By registering and activating your account with the Boro Service (the "Effective Date"), and by using the Boro Service, you accept and agree to be bound by the terms and conditions of this Agreement and any related policies or guidelines as amended by Elecard from time to time.

IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH THIS AGREEMENT, YOU MUST NOT USE THE BORO SERVICE.

IF THE BORO USER AGREEMENT IN ITS WRITTEN FORM, THE TERMS OF THE BORO SERVICE USE DEFINED IN THE BORO USER AGREEMENT PREVAILS OVER THE CURRENT BORO USER AGREEMENT.

The Boro Service and its information, content, and software displayed on the Boro webpage (https://www.elecard.com/products/monitoring/boro-service) or transmitted through or used in connection with the Boro Service, are owned by Elecard, and are protected by copyright, trademark and other intellectual property laws and international treaties. Each respective User owns and is responsible for the content analyzed by the Boro Service. The Boro Service does not claim any ownership of User content.

1. License Grant

During the term of this Agreement, Elecard grants you a non-exclusive, revocable license to use the Boro Service solely for Licensee’s internal business purposes for stream monitoring, subject to the terms and conditions of this Agreement. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Licensee to a transferee which executes Elecard’s form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to the Boro Service not expressly granted herein are reserved to Elecard.

Elecard grants license in accordance with one of the types listed below:

**Trial version of Elecard Boro.** Elecard Boro may be licensed on a trial basis. Your rights to use Trial version of Elecard Boro are limited to 30 (thirty) calendar days (the “Trial period”) commencing upon registration of your account. At the expiration of the Trial period, you may have the option to convert your trial rights to subscription Commercial version of Elecard Boro. During the Trial period you may use Elecard Boro solely for monitoring 10 streams, unless other amount of streams is agreed between Elecard and you, at no charge.

**Commercial version of Elecard Boro.** Elecard Boro may be licensed on a subscription basis, your rights to use Elecard Boro are limited to the paid period. You may have the option to increase the number of streams at an additional charge.

In no event will Licensee's activities with the Elecard Boro be outside of this License Grant.
2. Restrictions

Except as expressly permitted under this Agreement, you shall not, directly, indirectly, alone, or with another party:

- Use the Boro Service for analyzing unlawful content.
- Modify, distribute or create derivative works based on the Boro Service.
- Rent, license, lease, lend, transfer, grant any rights or sell access to or otherwise make available commercially to others the Boro Service or any part thereof.
- Decompile, disassemble, reverse engineer or copy the Boro Service.

3. Financial terms

The Boro Service (Trial version) is provided at no charge to Licensee and stipulates that Licensee agrees that Elecard may (a) offer additional optional services to Licensee for a fee or (b) offer a Commercial version of the Boro Service for a fee.

3.1. License Fees. License Fees are defined by the rate in accordance with the Elecard’s webpage. Elecard is entitled at its sole discretion to revise Software License Fee. The first payment in the amount of $200 USD does not depend on the time-of-use and is non-refundable. For the purposes of this Agreement, the billing period is 24 (twenty four) hours. Internal payments of the license fee are made on daily basis debiting amount payable by Licensee to the Licensee’s internal personal account. Daily charge depends on the amount of streams monitored during billing period, but not less than $3.5 USD per stream.

Stream Calculation

- IPTV: one transport stream generates one data stream transferred to the server.
- OTT services: "All Renditions" analysis mode; each specified Variant Stream generates one data stream.
- OTT services: “player” analysis mode; one OTT service generates one data stream. (In a “player” mode, the probe analyzes a Variant Stream and takes the highest bitrate allowed by the network bandwidth at this time, as in HLS media players).

3.2. Payment term. In return for the rights to use the Commercial version of Elecard Boro, License shall pay to Elecard License fees in the amount set forth in the Invoice in the currency specified by the due date listed on the Invoice. The minimum payment in the amount of $200 USD per month is stringent and does not depend on the time-of-use. For the purposes of this Agreement, “Month” or “month” means a period of thirty (30) calendar days. Elecard shall invoice Licensee monthly or upon Licensee’s request in advance for all recurring charges. If Licensee is delinquent in payment of any portion of an Invoice, Elecard may, in addition to any other remedies it may have, including termination, suspend access to the Boro Service. Licensee agrees to pay interest on delinquent amounts at the rate of 1½% per month that a payment is overdue.

3.3. Taxes. The prices detailed in the Invoice represent the net outstanding amount due to Elecard. Unless otherwise stated in Elecard invoice, these prices exclude and are net of any applicable bank transfer fees, duties, deliveries, licenses, any applicable federal, local or other governmental taxes, other fees, excises or tariffs imposed on Elecard or you pursuant to this Agreement, and you agree to pay any such charges at Licensee’s own expense.
4. Refund Policy

There are no refunds, in whole or in part, for partially used periods you have already paid for. The first payment in the amount of $200 USD is non-refundable. You are entitled to get a refund for the full period you have already paid for in compliance with Section 8.

5. Trademarks

"Elecard's Trademarks" means trademarks, trade names, service marks, service names, logos, brands, trade dress, and other relevant designations of Elecard. Elecard's Trademarks displayed within the Boro Service may not be used without Elecard's express permission.

6. Intellectual property warranty

Elecard hereby warrants to Licensee that it has the authority, power, and right to grant the rights and license to Licensee under this Agreement. Licensee is aware that this Agreement does not comprise all the technologies, or include licenses to all of the patents or other intellectual property, required to use or distribute the Software. In case Software implements H.264 (AKA "AVC"; or "MPEG-4 part 10") Encoder or Decoder, then this notice comes into force: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE HTTP://WWW.MPEGLA.COM

7. Accounts, Passwords and Security

You must be a registered User to use the Boro Service. As a User, you are responsible for keeping your password secure. You are responsible and liable for all activities that occur under your e-mail address. Providing third party (including an individual, who is not your employee) with an access to the Boro Service is not allowed under this Agreement. Password recovery will only be allowed to your registered email address, if you fail to register a correct email address and loose your password, you will not be able to access your account, including access to the Boro Service.

8. Deactivating your Account

Elecard has the right (at its sole discretion) to delete or deactivate your Internet account, block your email or IP address, or otherwise terminate your access to or use the Boro Service without notice at any time for any breach of this Agreement.

9. Term and Termination

Agreement shall be effective upon Account is registered by Licensee and will remain in full force and effect until Account deleted or deactivated.

In case you are using a Trial version of Elecard Boro, this Agreement and, accordingly, use of the Elecard Boro shall terminate immediately without notice from Elecard upon expiration of the Trial period. In this case you must delete or destroy the Software, the backup copy, related documentation and all copies thereof. As of the moment of this termination, you may no longer reuse the Elecard Boro for any purposes without purchase Commercial version.
Licensee has the right to use Trial version of Elecard Boro upon registration of Licensee’s account. Licensee has the right to use Commercial version of Elecard Boro upon the payment charge to the Licensee’s internal personal account.

Licensee may terminate this Agreement (at its sole discretion) upon prior written notice at any time. In this case Elecard has the right to retain the penalty in the amount equal to $200 USD. Elecard may at any time and for any reason terminate this Agreement and/or terminate the provision of all or any portion of the Boro Service. In this case Licensee entitled to get a refund for unused period.

Upon termination of this Agreement Licensee should cease all its activity with the Software and must destroy copies of the Software and Elecard’s related materials, received by Licensee, if any.

10. Consent to Use Data

You agree that Elecard may collect, analyze, store and use technical data and related personally-identifiable information, including but not limited to stream statistics, screenshots that is gathered to facilitate the troubleshooting activities and improve your services.

11. Limitation of Liability

YOUR USE OF THE BORO SERVICE IS AT YOUR SOLE RESPONSIBILITY AND RISK. THE BORO SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT OF THE LAW, ELECARD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR APPLICABLE BY LAW INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, SYSTEM INTEGRATION AND NON-INFRINGEMENT. TO THE FULLEST EXTENT OF THE LAW, ELECARD SHALL NOT BE LIABLE FOR ANY CLAIMS, SUITS, LOSSES, DAMAGES OR COSTS ARISING OUT OF ANY ERROR(S) IN RELATION TO THE BORO SERVICE.

12. Indemnification

You agree to indemnify, defend, and hold harmless Elecard, its officers, directors, employees, agents, licensors and suppliers from and against all claims, suits, losses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you or any activity related to your Boro Service account.

13. Amendments to Agreement

This Agreement may be amended by Elecard from time to time, without notice. Any amendment shall be effective from the time of posting on the webpage. Licensee is responsible for regularly reviewing any updates to this Agreement. Any changes, amendments or modifications to this Agreement will become binding (i) by Licensee's online acceptance of updated terms, or (ii) after Licensee's continued use of the Boro Service after such terms have been updated by Elecard.

14. Disputes and Governing Law

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts ("Principles") and, in respect of matters, which are not governed by the Principles, by law, which is
applicable in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.