

OFFER – AGREEMENT

Nicosia, Republic of Cyprus

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LANGROOM LTD. a private company limited by shares incorporated and operating under the laws of the Republic of Cyprus, registration number HE330757, address: 136 Tseriou, Floor 2, Strovolos, 2045, Nicosia, Cyprus, hereinafter referred to as the «Licensee», hereby offers a teacher of an educational organization for higher education (hereinafter the «Sublicensee»), acting in his/her own interests or in the interests of students of the educational organization for higher education an employee of which is this teacher, to enter into this Offer – Agreement (the «Offer – Agreement», the «Agreement», the «Offer»).

In case of acceptance of the conditions set out below, the person performing the acceptance of this Offer – Agreement by clicking the «Register» button, becomes a Sublicensee under the terms and conditions set out in the Offer.

In view of the above, please read the text of this Agreement carefully, and if you do not agree with any clause of the Agreement, the Licensee suggests that you refuse to perform actions required for its acceptance.

DEFINITIONS

The License – a simple (non-exclusive) license – the non-exclusive right to use the Software Product by the Sublicensee, with the Licensee reserving the right to issue licenses to other parties under the conditions provided for in this Agreement. One simple (non-exclusive) license is issued for each End User. The Licensee grants the Sublicensee and its end users the right to use the Software Product without the right to issue further sublicenses. This license applies both to the Software Product itself and to all further relevant updates and additions.

The Software Product – an interactive platform for learning English: Skyeng Education System for University digital educational environment (hereinafter – the «Skyeng University DEE») located on website: <https://uniskyes.com>. The Software Product includes the Mobile Application.

The End User – an individual, a student of a higher education organization where the Sublicensee works as a teacher, to whom the Sublicensee grants access to the Software Product (transfers the Product Key for the use of the License). The Product Key – a unique code given to the Sublicensee to gain access to the Software Product.

The terms of use of Skyeng University DEE – an official public offer containing all essential terms and conditions for the provision of services on website <https://uniskyes.com>, is an integral part of this Agreement.

The Licensee's Website – the Licensee's website on the Internet available at: <https://uniskyes.com>.

BY ACCEPTING THE OFFER, THE SUBLICENSEE:

1. guarantees that:
 - 1.1. the Sublicensee is a teacher of an educational organization for higher education (hereinafter – the «teacher»);
 - 1.2. End Users who are granted access to the Software Product by the Sublicensee are students of the educational organization for higher education where the Sublicensee works as a teacher (hereinafter – the «student»/»students»).
2. Undertakes:
 - 2.1. to introduce End Users to the provisions of the Agreement when granting them access to the Software Product;
 - 2.2. to sign up on the Licensee's Website (the Software Product platform) once.

1. GENERAL PROVISIONS

- 1.1. Within the test period (the period of 30 (thirty) calendar days from the date of acceptance of the offer), the Licensee introduces the Sublicensee to functional and other features of the Software Product by granting the Sublicensee access to the Software Product (simple non-exclusive License) and the content of the Software Product and any related services (hereinafter – services), including access to the Mobile Application of the Software Product, technical support and administration of the Software Product, on a gratis basis.
- 1.2. The Licensee hereby confirms that the Licensee has all the necessary rights and powers to enter into this Agreement, and at the time of granting the Sublicensee the right to use the Software Product, the Software Product is free and clear of all liens and encumbrances.
- 1.3. The conclusion of this Agreement by the Sublicensee (acceptance of the public offer) is made by expressing consent to personal data processing, acceptance of this Offer and acceptance of the User Agreement. All documents are available on website <https://uniskyes.com>. The acceptance is unconditional, and the Licensee's obligations to the Sublicensee arise only after such acceptance.
- 1.4. The Licensee may at any time make changes and additions to this Agreement, the Software Product, as well as other documents and services posted on the Internet and related to the Software Product, without notifying or informing the Sublicensee. Changes to the Agreement shall come into force from the moment of publication of the current revision. The current revision of this Agreement is available for review at <https://uniskyes.com>.
- 1.5. The Sublicensee undertakes to use the Software Product solely for the purpose of introducing the Sublicensee to the scope and feature of the Software Product. In other circumstances, the Licensee may terminate the Sublicensee's access to the Software Product without notice or compensation.

2. SCOPE AND WAYS OF USING THE SOFTWARE PRODUCT

- 2.1. A simple license granted under this Agreement includes the following ways and scope of using the Software Product:

- to reproduce the Software Product by accessing the cloud data storage based on the created account when using it for its intended purpose: daily round-the-clock access to the Software Product under the terms specified in the User Agreement.
- to update the Software Product, if the Licensee has updates, during the term of the License.
- to get technical support when new updates are released during the term of the License.

2.2. The terms of use of the Software Product also apply to the Mobile Application of the Software Product, updates, additions, and added components of the Software Product. The Software Product is transferred under this Agreement as a single product, its components (elements) cannot be divided and used separately.

2.3. The Sublicensee does not have the right to change the name of the Software Product, change and/or delete the copyright protection marks or other indication of the copyright holder. The Sublicensee does not have the right to perform any actions in relation to the Software Product as a whole and its components separately that violate applicable copyright regulations. Except for use to the extent and in the manner expressly provided for in the License Agreement, the Sublicensee does not have any other rights to the Software Product as a whole or to its components separately. Amongst other things, the Sublicensee shall not be entitled to copy information contained in the Software Product, modify, decompile, disassemble, decrypt and perform any other actions with the object code of the Software Product with the aim of obtaining information about implementation of algorithms used in the Software Product; to create derivative software products using the Software Product and/or its elements; use the Software Product in the manner other than those specified in clause 2.1 hereof, and distribute the Software Product and its elements, to explore and to modify the structure and format of data storage, change user manuals, images, and other components of the Software Product; to correct errors, and also to have (to allow to have) other use of the Software Product and its elements, without a written consent from the Licensee. If the Sublicensee performs any of the actions specified in this clause of the Agreement, the Licensee reserves the right to unilaterally terminate the Sublicensee's access to the Software Product at any time without notifying the Sublicensee about it.

2.4. The Sublicensee is solely responsible to third parties for its actions related to the use of the Software Product.

2.5. The Sublicensee may not grant third parties (other than End Users) the right to use the Software Product obtained under the License Agreement.

2.6. The Sublicensee undertakes not to perform any actions to bypass security features built into the Software Product.

2.7. If the Sublicensee, in violation of law, other legal instruments or this Agreement, does not accept the Software Product or refuses to accept it, the Sublicensee has the right to refuse to perform the Agreement and demand compensation for losses incurred as a result of the Licensee's refusal to fulfill its obligations under the Agreement.

2.8. The Sublicensee is solely responsible for the security of the personal account's password and guarantees that it will not be disclosed to third parties. The Licensee is not responsible for unauthorized use of the personal account.

2.9. The Sublicensee and its End Users are not entitled to copy the information contained in the Software Product, nor may they use the Software Product for purposes other than those specified in clause 2.1. of this Agreement.

2.10. If the Sublicensee violates the guarantees and obligations stipulated in the Agreement, the Licensee has the right to unilaterally terminate the Sublicensee's access to the Software Product at any time without notice, as well as without compensation for any losses.

3. THE TERM OF THE LICENSE AND THE TERRITORY OF USE OF THE SOFTWARE PRODUCT

3.1. A simple license is provided for the use of the Software Product throughout the world.

3.2. The term of the License for which a simple license is granted is 30 (thirty) calendar days from the date of acceptance of the Offer.

3.3. At the end of the term of the License, access to the Software Product is terminated.

4. PROCEDURE FOR GRANTING ACCESS TO THE SOFTWARE PRODUCT

4.1. To get access to the Software Product, the Sublicensee shall register/ sign up on the Software Product platform. Access to the Software Product shall be provided by the Licensee to the Sublicensee on website <https://unisky.com> from the Sublicensee's personal account within 2 (two) business days from the date of acceptance of this Agreement by the Sublicensee. Access is provided for a period of 30 (thirty) calendar days from the date of granting access. Access is granted once.

4.2. The Sublicensee has the right to grant access to the Software Product to End Users, to the extent and on the terms stipulated in the Agreement, for the period specified in clause 4.1. hereof. To provide access to End Users, the Sublicensee creates a training group on the platform of the Software Product and sends this training group a code generated by the Software Product for the End Users to whom the Sublicensee provides access to the Software Product.

Access is granted to the End Users only once.

4.3. On the last day of the term stipulated in clause 4.1. hereof, access to the Software Product is no longer granted to the Sublicensee, as well as to the End Users who have been granted access by the Sublicensee in accordance with clause 4.2. hereof.

5. LIMITED WARRANTY

5.1. The Licensee does not warrant that the Software Product meets the Sublicensee's expectations and understanding.

5.2. The Parties understand that the Software Product is software, and the Licensee does not provide any guarantees, express or implied, that the Software Product will meet requirements or expectations of the Sublicensee, will meet goals and objectives of the Sublicensee. Access to the Software Product is provided in accordance with the generally accepted principle of "AS IS" ("as it is"). The Sublicensee uses the Software Product at its own risk. The Licensee assumes no responsibility for the compliance of the Software Product with the purpose of use or the Sublicensee's economic expectations.

- 5.3. The Licensee shall not be liable for any actions of the Sublicensee related to the use of the Software Product, and specifically the Licensee is not responsible for unjustified expectations of the Sublicensee from the use of the system, for any failure to reach expected performance.
- 5.4. The Licensee is not liable to the Sublicensee or the Sublicensee's End Users for any damages of any kind incurred by the Sublicensee due to loss and/or disclosure of its data in order to access the Software Product.
- 5.5. The Licensee ensures the basic information security of data of the Sublicensee and its End Users within the limits determined by the usual conditions that comply with the law.
- 5.6. The Licensee is not responsible for the quality of services (in particular data transmission services) required for work with the Software Product, if they are arranged by third parties not engaged by the Licensee.
- 5.7. The Sublicensee agrees that in order to work with the Software Product, the Sublicensee shall use software (web browsers, operating systems, etc.) and hardware (personal computers, network equipment, etc.) produced and provided by third parties, and the Licensee cannot be held responsible for the quality of their work.
- 5.8. Minimum technical requirements for the Sublicensee's hardware:
- 5.8.1. Operating system: Windows 7/8/8. 1/10, Mac OS X 10.9, 10.10, 10.11;
- 5.8.2. Google Chrome browser of the latest stable user version with auto-update enabled;
- 5.8.3. RAM: 2 GB or higher, CPU: 2 core processor from 1.8 GHz;
- 5.8.4. Internet connection speed from 1 Mbit/sec.
- 5.9. The Sublicensee agrees that no software is error-free.
- 5.10. The Licensee is not responsible for loss of data caused by actions of the Sublicensee. Such data can only be restored, if it is technically possible. To the maximum extent permitted by the applicable law, the Licensee is not responsible for any direct or indirect consequences of any use or non-use to use the Software Product and its elements, and does not compensate for any damage caused to the Sublicensee and/or third parties as a result of the use or non-use of the Software Product and its elements, more specifically due to possible errors or failures in the operation of the Software Product. The Licensee does not guarantee that the Software Product will work together with the Sublicensee's software and hardware.
- 5.11. The Licensee may perform maintenance and updates that may result in suspension of the Software Product without notifying the Sublicensee.
- 5.12. The limited warranty is valid for the entire term of the License.
- 5.13. The Licensee is not responsible for the Sublicensee's claims related to the quality of the Internet connection, the quality of functioning of Internet service providers' networks, traffic exchange policy between providers, and other circumstances beyond the Licensee's competence, influence, and control.
- 5.14. The Licensee's liability under this Agreement for damages is limited to the cost of the License under this Agreement.
- 5.15. In the event of third-party claims or complaints against the Licensee in connection with the use of the Software Product, the Sublicensee undertakes to protect the Licensee from such claims or complaints. Except as otherwise explicitly provided in the Agreement, the Licensee does not give any other warranties.
- 5.16. In order to implement this Agreement, the Licensee provides support to the Sublicensee via the following email address: support@uniskyes.com
6. **FORCE MAJEURE**
- 6.1. The Licensee shall not be held liable for non-performance or improper performance of its obligations under the Agreement in case of force majeure circumstances directly or indirectly impeding the performance of the Agreement, i.e. those circumstances that do not depend of the Licensee's will, could not be foreseen and prevented by taking reasonable measures when occurred.
- 6.2. The circumstances specified in clause 7.1 of the Agreement include: war and military actions, insurrection, epidemics, earthquakes, floods, acts of authorities directly affecting the subject of the agreement and other events that competent authorities recognize and declare as cases of force majeure; failures of telecommunications and power networks.
7. **MISCELLANEOUS**
- 7.1. Disputes and disagreements arising out of or in connection herewith shall be resolved by the Parties through negotiations. The claim response period is 15 calendar days from the date of receipt of a claim. If no agreement is reached, a dispute shall be submitted to the court where the Licensee is located.
- 7.2. If the Licensee receives claims from third parties for damage caused directly or indirectly by actions of the Sublicensee in the course of fulfilling its obligations under this Agreement, or if the Licensee is forced to pay for such damage, as well as in case of third-party claims to the Licensee for misuse or access to the results of intellectual activity included in the Software Product, the Sublicensee undertakes to compensate the Licensee in full for all losses and possible or incurred expenses in connection with such damage and case-handling.
- 7.3. If the Sublicensee violates the scope and ways of use of the Software Product or other obligations under this Agreement, the Licensee may terminate and/or refuse to grant the rights to use the Software Product to the Sublicensee without prior notice, without compensation for any losses and without refund of payment made to certain date.
- 7.4. The Licensee has the right to change the terms of this Offer Agreement at any time, including those relating to free access without prior notice to the Sublicensee. The Sublicensee independently monitors all changes in this Offer Agreement.
- 7.5. In all matters not covered herein the Parties shall follow the existing legislation of the Republic of Cyprus.