

License Agreement

for AccentOS and software applications included therein

1. Information on the agreement

1.1 Parties to the contract

This Software License Agreement (hereinafter referred to as "Agreement") is made and effective by and between Tionix Holding LLC which owns the rights to **AccentOS** (hereinafter referred to as "Distribution") and you, the owner of a Distribution's copy.

1.1.1 This Agreement authorizes legal entities to use the Distribution provided that such legal entities have purchased licenses (or entered into a written license agreement).

1.2 Scope of the contract

This Agreement defines the rights of the owner of a Distribution's copy to use the Distribution and the specific computer programs that are part of the Distribution (hereinafter referred to as "Applications") to the extent specified in this Agreement.

1.3 Formation of the contract

This Agreement is a simple (non-exclusive) licensing contract for use of computer software made using the simplified procedure (a contract of adhesion). Use of the Distribution in ways specified in this Agreement implies acceptance of the Agreement's conditions by the user and entails the formation of the contract. In such a case, a written contract is deemed to have been concluded.

1.4 Transfer of the rights to third parties (Sublicense agreement)

This Agreement defines the rights of end users.

A permission to sublicense the right to use the Distribution to legal entities may be granted only under a specific agreement with Tionix Holding LLC. To obtain rights to issue sublicenses to legal entities, systems integrators, distributors and OEM vendors should contact Tionix Holding LLC at info@tnxholding.com for a written distribution contract.

2. Rights of the owner of a Distribution's copy

2.1 Rights to the Distribution

The Distribution includes both free and non-free components. Permissions to distribute the non-free components with Tionix Holding LLC's distributions have

been obtained from the respective copyright owners. Tionix Holding LLC holds copyright to the Distribution as a composite work.

2.2 Use of free software included in the Distribution

All of the Free Software Applications included in the Distribution are accompanied with license agreements which permanently grant you free of charge the following non-exclusive rights valid in the territory of any country:

- the right to use the Applications (copies of the Applications) on unlimited number of computers for any purpose;
- the right to modify the Applications, the right to publish and distribute modifications free of charge or for a fee (you decide) according to the license terms for the original Applications;
- the right to pass the Applications to third parties free of charge or for a fee (you decide) without paying royalty to copyright owners;
- the right to obtain and study the source code of the Applications.

For a period of three years from the date of this Agreement, Tionix Holding LLC shall, upon your request, provide source code of any Free Software Application included in the Distribution for a fee that is not higher than cost of a physical copy of the source code.

2.3 Use of non-free applications included in the Distribution

Permissions to distribute each of the non-free Applications included in the Distribution with the Tionix Holding LLC's Distribution and for end users to use these have been obtained from the respective copyright owners.

2.4 Use of the Distribution's design elements and text on its cover or box

Tionix Holding LLC rights to design elements of the Distribution and text on its cover or box are subject to copyright and trademark law. Using them in ways which, under the applicable legislation, require having the corresponding intellectual property rights is only possible with the written permission of Tionix Holding LLC.

2.5 Other rights

2.6 Reports on use of the Distribution

Tionix Holding LLC does not require reports regarding use of the Distribution from the owner of a copy of the Distribution.

3. Amenability of the parties

Copyright on the Applications that are part of the Distribution, including the exclusive right to allow use of the Applications, is subject to applicable copyright law, including applicable international agreements. The user is solely responsible

for abiding by national legislation while using the Applications included in the Distribution.

Tionix Holding LLC warrants the media used to ship the Distribution against manufacturing defects and will replace any media found defective.

Applications included in the Distribution are distributed in the hope that they will be useful but without warranty of fitness for any particular purpose. Tionix Holding LLC is not liable for any damages, direct or indirect, arising out of the use of these Applications.

Tionix Holding LLC
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