



Belkasoft LTD  
28 Oktovriou, 367,  
Mediterranean court, 1st floor,  
office A5  
3107 Limassol, Cyprus  
10433571Q

LICENSE AGREEMENT № 2025-02-25-7

This Agreement dated as of January 30, 2026 ("Effective Date"), is entered into by and between Belkasoft Ltd with registered offices at 28 Oktovriou, 367, Mediterranean court, 1st floor, office A5, 3107 Limassol, Cyprus, registration number HE 433571, in a person of Yuri Gubanov (hereinafter referred to as "Licensor"), and Vilniaus Gedimino technikos universitetas, in a person of rector Romualdas Kliukas with registered offices at Sauletekio ave. 11, LT-10224 Vilnius, Lithuania, registration number 111950243, hereinafter referred to as "Licensee"), separately hereinafter referred to as "Party", together as "Parties", agree with each other as follows:

## 1. SUBJECT OF AGREEMENT

1.1. Licensor hereby grants to Licensee a non-exclusive, revocable license with a right to resell it to an End user. This license grant expressly includes the right for Licensee to grant sublicense to an End Users for the purpose of allowing such End User to download Software via the Licensor website, activation Software through Activation Keys and utilize such Software as permitted by user guide and EULA.

1.2. Licensor retains all rights of ownership in and to the Software, Documentation and Marks, and the intellectual property rights embodied therein and related thereto.

1.3. The name and characteristics of the Software are indicated in the Specification (Appendix No.1), which is an integral part of the Agreement.

## 2. DELIVERY, ACCEPTANCE AND SUPPORT

2.1. Term of delivery of License (Software): 30 calendar days after signing the agreement. Software is located at Licensor's web-site., Licensee provides End user with the link reference to Licensor's web-site.

2.2. Licensee shall provide basic installation assistance and first level support and maintenance services for any Software issues raised by End users, whereas Licensor shall provide them with all the second levels of support (cases which cannot be resolved by Licensee directs to Licensor by Licensee, with the description of the measures taken). If End user determines that there is a defect or error in the Software and ask Licensee for a refund, Licensee shall notify Licensor about such case and Licensor is free to fix such defect or error in 30 (thirty) days or decide to issue a refund to End user (herewith Licensor shall refund License fee to Licensee for a particular unit of Software, and Licensee shall issue a full refund to End user).

2.3. Second level support is accessible via e-mail during normal business hours to Licensor, which shall include, without limitation: (i) responding to all email requests for support within forty eight (48) hours after receipt of a request for the same and (ii) supporting all Software for a minimum of 5 (five) years after the Software is purchased and downloaded by End User.

## 3. LICENSE FEE AND PAYMENT

3.1. The license fixed price fee excluding 21 % VAT is **14962,00** (fourteen thousand nine hundred sixty two euros). 21 % VAT consist of 3142,02 EUR Licensee shall pay VAT into State budget of Republic of Lithuania.

3.2. The Licensee shall pay the Licensor for the goods (Software) within 14 calendar days of receiving the invoice. In accordance with the Public Procurement Law of the Republic of Lithuania, the invoice shall be submitted using the tools of the Single Account Administration Information System (SABIS).

3.3. All sales are final, no refunds provided.



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#### **4. CONFIDENTIALITY**

4.1. Licensee agrees not to disclose Confidential Information except to its employees and agents subject to the similar confidentiality agreement, which have a need to know such information to perform their responsibilities. Licensee agrees to take at least the same precautions to protect Confidential Information as Licensee would utilize to ensure the protection, confidentiality and security of its own confidential information. Licensee will provide reasonable prior notice to Licensor if the Licensee is required to reveal the Confidential Information under a subpoena, court order or other operation of law. The foregoing restriction will not apply to any information which (i) was in Licensee possession prior to receipt from Licensor, (ii) is independently developed or learned by Licensee (as demonstrated with documentary evidence), (iii) is publicly known or readily ascertainable by proper means, (iv) is rightfully received from a third party without a duty of confidentiality, (v) is disclosed by Licensor to a third party without a duty of confidentiality on the third party, (vi) is disclosed under operation of law, or (vii) is disclosed by Licensee with Licensor's prior written approval.

4.2. The Confidential Information will remain the property of the Licensor. Upon termination of this Agreement or the written request by Licensor, Licensee shall promptly return all Confidential Information received from Licensor, together with all copies, recordings, summaries or other reproductions thereof and all notes and/or other works prepared or based thereon, or certify in writing that all such Confidential Information and copies have been destroyed.

4.3. Licensee may inform any third party that it licensed Software from Licensor and provide descriptions of Software functions after such action is agreed with Licensor.

#### **5. TERM AND TERMINATION OF AGREEMENT**

5.1. The present Agreement is valid for 5 years.

5.2. Either party may terminate this Agreement by providing at least ten (30) days' written notice to the other party. Termination should only be for material breach, insolvency, or mutual agreement. If termination without cause is retained, refunds for the unused portion of the license should be provided.

5.3. Termination or expiration of this Agreement shall not affect any licenses to use granted by Licensee to its End Users. Termination or expiration of this Agreement shall not relieve either party of its obligations accrued prior to the termination. All rights and obligations concerning confidentiality, warranties, indemnities, liabilities, term and termination, ownership, intellectual property rights and defense, product support, and miscellaneous will survive the termination or expiration hereof.

#### **6. LIMITATION OF WARRANTY AND LIABILITY**

6.1. Licensor and Licensee represent and warrant each other that they have all rights and authority necessary to carry out the obligations hereunder.

6.2. Licensor warrants that rights on Software set out in this Agreement are granted to Licensee free from any infringement of trademark, intellectual property rights, patents, know-how, or any other intellectual property rights of any third party. Licensee and Licensor shall give each other full cooperation in any action, claim or proceedings brought or threatened in connection of such infringement of third parties property rights.

6.3. In case of any claims or actions made against Licensee from any third parties, risen out from violation of their rights in connection with use by Licensee/End user of non-exclusive rights set out in this Agreement, Licensee is obliged to inform Licensor about such claim or action within 1 (one) working day with attaching of a copy of such claim or action and execute all legal procedures, necessary for involving Licensor to participation in defense from above-mentioned claims or actions and Licensor have a right to participate in settling of any such claim or action and in case the court held that Licensor has violated protected third party rights, to compensate Licensee the actual damage and proceeding costs in an amount set out by court which Licensee have incurred in connection with satisfying above mentioned claims/actions, if Licensor doesn't prove that Licensee's delay with notifying Licensor about claim or action or nonperformance of legal procedures for involving Licensor in participation in lawsuit has prevented Licensor from taking out all possible defense measures.

6.4. In addition to the above set forth in Section 8.3 hereof, in the event that an infringement is determined or, if required by settlement, Licensor shall, at its own option, to (a) substitute functionally equivalent, non-infringing product to use in place of the infringing Software; (b) modify Software so that it no longer infringes; or (c) issue a refund of



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License fee to Licensee for Software with violations. In case Licensor refunds Licensee license fee for particular Software, Licensee shall issue a full refund to End user.

6.5. The Software is granted to Licensee on the terms "as is", which means that Licensor grants non-exclusive rights on Software and Licensee accepts non-exclusive rights on Software as is for the moment of passing on the Software, including all defects which reveal themselves at once or not.

6.6. Licensor refuses from all warranties, including the merchantability warranty or function uniqueness as well as claims about above mentioned matter if spoken out or implied.

6.7. Licensor does not provide any warranties that after downloading of Software it does not reveal any hidden defects.

6.8. Software is not intended and is not licensed for use in elevated danger conditions that require failsafe functioning, including without limitation engineering, building, or repair of nuclear equipment, aircraft navigation or communication systems, aircraft traffic control, Human Factor System or armament system. Licensor refuses from claimed or intended warranties for suitability to above mentioned implementations.

6.9. Licensor's liability towards Licensee is limited by actual damage that Licensee might incur by Licensor's fault which is connected with non-performance or improper performance of obligations/warranties upon Agreement by Licensor. Lost profit is not a subject to compensation as well as other, non-listed in this Agreement damage types.

6.10. Licensor is not responsible for affection on Software of any software virus, Trojan Horse, worm, logic bomb or other software routine or hardware components designed to permit unauthorized access, to deny authorized access, to disable, erase, or otherwise harm software, hardware or data, or to perform any unauthorized actions.

6.11. Licensor and Licensee warrant each other that they shall carry out the services and its obligations hereunder diligently, expeditiously, and with reasonable care and skill, and in accordance with terms and conditions of this Agreement; and will use suitably skilled and appropriately experienced personnel.

6.12. Licensor's aggregate liability under or in connection with Agreement shall be limited to the amount of License fee received.

## **7. MISCELLANEOUS**

7.1. The present Agreement made and governed in accordance with current legislation of the United States of America, State of California. Any questions not regulated by this Agreement shall be settled by the parties in accordance with the legislation of the United States of America, State of California.

7.2. The relationship between the parties will be that of an independent contractor. Nothing herein will be construed as creating or constituting the relationship of employment, agency, partnership, or joint venture between the parties.

7.3. Neither party is the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other party.

7.4. All variations, additions or modifications to this Agreement shall be in writing and shall be signed by the authorized representatives of both parties.

7.5. In this Agreement unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- words which are gender neutral or gender specific include each gender;
- the Exhibits to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall also include the exhibits to this Agreement;
- any reference to a Clause or a exhibit shall be to such Clause or exhibit of this Agreement, unless otherwise expressly provided;
- unless expressly indicated otherwise, any reference to a number of days refers to calendar days;
- unless expressly indicated otherwise, any currency amount mentioned in this Agreement refers to such amounts in US Dollars;
- a reference to a document includes all amendments or supplements to that document, or replacements or innovations of it.



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7.6. Either party shall obtain limitation on liability for full or partial failure to perform its obligations upon Agreement in cases when such failure was directly caused by circumstances of insuperable force (force major), which parties could not predict and beyond parties' reasonable control including but not limited to: natural disasters, technological disasters, strikes, acts of war, acts of terror, fires, breakdowns in transmission networks, breakdown in transmission equipment, which is beyond parties' reasonable control, malicious software impact on Software, unauthorized actions of third parties, governmental and municipal acts, Party, referring to circumstances of insuperable force must provide confirmation as prescribed by law of a country where force major has occurred, or any other proof of force major occurrence and duration.

7.7. All correspondence under Agreement shall be written and shall be delivered at address of corresponding party, set out in Agreement by hand, post, email or fax (with contemporaneous delivery of the original) i.e. in a way that allows to determine the fact of delivery as well as the date and the person accepted the correspondence. In case of changing either party's information which is deemed necessary to another party for appropriate performance of its obligations upon Agreement, including but not limited to changing of company name or legal organization form, right holder of Software, legal address, correspondence address or bank requisites, such party shall immediately notify another party. In case of non-performance of above-mentioned obligation, another party will be considered to properly performed its obligations upon certain requisites, which include providing payments and sending correspondence.

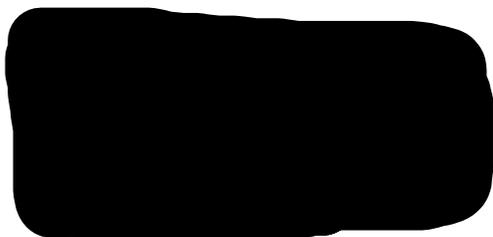
7.8. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of a section, nor in any way affect this Agreement.

7.9. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein, and merges and supersedes all prior discussions, correspondence and agreements between them.

7.10. Any disputes that may arise out between Parties during execution of the present Agreement shall be resolved by means of negotiations.

7.11. In case Parties do not manage to resolve disputes, disagreements or demands arising out or in connection with the present Agreement, including those related to its execution, violation, termination or invalidity by means of negotiations, they should be referred to Court of Cyprus.

**Licensor**



**Licensee**



## EXHIBIT A. SPECIFICATION

DESCRIPTION	QUANTITY	UNIT PRICE (PER YEAR)	AMOUNT* (EUR)
1 (one) Licence of Belkasoft Evidence Center with 5-year Extended Software Maintenance	5 (years)	1699.00	8495.00
Belkasoft X Academic package: 10 concurrent users	4 (years)	3000.00	12000.00
Discount	27%		-5533.00
		<b>Total<sup>1</sup></b>	<b>14962.00</b>

1 (one) Licence of Belkasoft Evidence Center with 5-year Extended Software Maintenance and Support and Belkasoft X Academic package with 10 concurrent users for 4 years. Belkasoft Evidence Center is a powerful digital forensics software suite designed for acquiring, analysing, and reporting on data from computers, mobile devices, cloud storage, and memory dumps, also scientific researches. It is specified as a key tool for ensuring chain-of-custody compliance, enabling remote evidence collection without device downtime, and automating artifact extraction to support wide range of experiments. This capability is essential for organizations procuring forensic solutions that prioritize speed, accuracy, and admissibility in court proceedings.

**Licensor**

**Yuri Gubanov**  
Belkasoft Ltd (HE 433571)

**Licensee**

**Rector**  
**Romualdas Kliukas**  
Vilniaus Gedimino technikos universitetas

