PEAKSEL END-USER LICENSE AGREEMENT (ON-PREMISE)

Last updated: May 07, 2026

HOW TO USE THIS DOCUMENT

- This Agreement governs your use of Peaksel in case it's installed and managed by you.
- This Agreement applies only to users who either have purchased Peaksel online via Paddle or another reseller; or received Peaksel for free with the explicit permission received via email from Elsci representatives.

If you have a separate license agreement with us, your use of Peaksel is governed by such agreement.

1. **DEFINITIONS**

1.1. **"Agreement"** means this Software license agreement.

1.2. **"Confidential Information"** means any information, regardless of its form or method of transmission, that each Party reasonably considers to be confidential or proprietary and which is not publicly available. This includes, but not limited to, provisions of this Agreement, trade secrets, technological disclosures, concepts, ideas, know-how, client information, business operations, plans, strategies, pricing information, and any other information that the disclosing Party is contractually or otherwise obligated to keep confidential. The Confidential Information may or may not be specifically designated, marked, or identified as "confidential."

1.3. **"Database"** means a single PostgreSQL schema.

1.4. **"Documentation"** means all materials, including manuals, instructions, etc. provided by Licensor to Licensee, which describe the Software's technical specifications, capabilities, requirements, limitations, practical information related to the Software's installation, configuration, integration, operation, use, support, or maintenance.

1.5. **"Effective Date"** is a date when the Licensee pays the license fee in full.

1.6. **"Intellectual Property Rights"** means all registered and unregistered rights to intangible assets, such as software, designs, etc., arising from any patent, copyright, related rights, trademark, trade secret, database protection, right of publicity, or other similar or equivalent laws, in any part of the world.

1.7. **"Scope of license"** means permitted use of the Software by Licensee as described in clause 2.1 of the Agreement.

1.8. **"Software"** means computer program "Peaksel" and any of its Updates.

1.9. **"Term"** has the meaning set forth in clause 2.6.

1.10. **"Update"** means any update, upgrade, adaptation, or modification of the Software that Licensor may provide to Licensee during the Term. Such release may include improvements, enhancements, error corrections, or other changes to the Software's performance, quality, user interface, compatibility, functionality, or efficiency.

2. SCOPE OF LICENSE. NUMBER OF LICENSES. TERRITORY. TERM

2.1. **Scope of license.** Licensee can install, use, and run the Software on computers and (or) servers.

2.2. **Number of licenses.** One license allows the use of the Software for a certain number of users with a single Database at the same time. Exact number of users shall be specified at Paddle's or another reseller's checkout page.

2.3. **License type.** The license is non-exclusive, non-sublicensable, and non-transferable.

2.4. **Sublicenses.** Licensee may not sublicense Software.

2.5. **Territory.** Licensee may use Software worldwide, except Iran, North Korea, Russia, Belarus, Syria, Cuba, Libya, Nicaragua, Somalia, Sudan, Venezuela, Yemen, Burma (Myanmar), Cote d'Ivoire, Democratic Republic of the Congo, Iraq, Liberia (Former Regime of Charles Taylor), Sierra Leone, Zimbabwe.

2.6. **Term.** License term commences as of the date of Licensee's payment of the license fee and shall continue in effect for 1 year.

3. LICENSE FEE AND PAYMENT TERMS

3.1. **License fee.** Exact amount of license fee shall be specified at Paddle's or another reseller's checkout page.

3.2. **Payment term.** Licensee shall pay license fee in advance.

3.3. **Payment method and conditions.** All payments shall be made via Paddle or another reseller in accordance with their respective terms and conditions. You have to ensure your compliance with all the applicable terms and conditions. Licensor shall bear no responsibility in case of your failure to meet the aforementioned requirements and payment failures.

3.4. **Taxes.** All fees are exclusive of taxes, duties, and other similar assessments. Licensee is responsible for all sales, service, use, exercise, and all other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority on any amounts payable by Licensee hereunder. Notwithstanding the forgoing, Licensor is solely responsible for its own income tax and (or) VAT.

4. DELIVERY

4.1. **Delivery term.** Licensor shall deliver Software to Licensee within 5 (five) days after Licensee's payment.

4.2. **Delivery method.** Delivery and installation procedure is described at Licensor's guide via link https://elsci.io/docs/peaksel/installation.html.

4.3. **Licensee's undertakings.** Licensor's delivery obligation is considered fulfilled once the access to the software package is provided (Licensor has a link to the software binaries and permissions to download them are granted). If the access is provided through a 3d party platform (like DockerHub), Licensee shall obtain access to the platform by his own means. Licensee is solely responsible for all actions required to receive copies of Software on platform, including registration of account, payment of fees (if applicable), compliance to platform terms, etc. Licensor makes no warranties regarding platform's work or Licensee's use of the platform.

5. UPDATES

5.1. **General.** Licensor may, at its sole option and discretion, release Updates.

5.2. **Applicable terms.** Any Updates are considered to be part of the Software and are subject to all the applicable terms and conditions of this Agreement.

5.3. **Notifications.** Licensor may notify Licensee about the availability of Updates and updated Documentation via email or by publication on Licensor's website.

5.4. **Licensee's undertakings.** Licensee agrees to install all Updates as soon as possible after receipt of the notification.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. **Ownership.** Licensee acknowledges and agrees that:

6.1.1. Licensor has all rights, title, and interest in and to the Software, Documentation, and all Intellectual Property Rights;

6.1.2. The Software, Documentation, and Intellectual Property Rights are licensed, not sold, to Licensee. Licensee does not and shall not acquire any ownership interest in the Software, Documentation, or any related Intellectual Property Rights. This Agreement does not grant Licensee any implied rights, title, or interest in any part of the Software and Documentation by implication, waiver, or estoppel.

6.1.3. Licensee without any condition or revocation assigns to Licensor its whole right, title, and interest in any Intellectual Property Rights, whether currently or in the future, related to the Software or Documentation, including any derivative works or patent improvement rights, in any form, which Licensee may hold or obtain. This provision does not apply to adaptation of Software. Adaptation means additional software components created for the purpose of Software compatibility with particular Licensee's software or hardware.

7. ADDITIONAL LICENSE REQUIREMENTS AND RESTRICTIONS

7.1. **Quantity.** Licensee may use the Software only with the number of users, computers, servers and Databases allowed under this Agreement.

7.2. **Documentation compliance.** Licensee shall comply with the requirements of Documentation. Documentation is available via link https://elsci.io/docs/peaksel/index.html. Any changes to Documentation enter in force from the moment of publication on the mentioned webpage. Licensee shall monitor such changes independently.

7.3. **Third-party equipment.** If Licensee intends to use Software with particular equipment, Databases or other content, Licensee shall acquire them by his own means.

7.4. **License restrictions.** Licensee shall not, and shall not permit any third party to:

7.4.1. Reproduce any part of the Software for any purpose;

7.4.2. Decode, disassemble, reverse engineer, or otherwise attempt to derive or gain access to any portion the Software's source code;

7.4.3. Modify, translate, correct, adopt, build upon, or otherwise improve or create derivative works of the Software otherwise than set in clause 6.1.3;

7.4.4. Lend, publish, assign, transfer, or make available the Software in any way, including but not limited to accessing the Software through the internet or any technology or service that involves sharing, software as a service, cloud-based solutions or any other similar technology or service;

7.4.5. Breach or circumvent any security measures or protection used for or contained in the Software or Documentation;

7.4.6. Alter, erase, combine, obscure, translate, or otherwise make any changes to any trademarks, disclaimers, warranties, Documentation terms, Intellectual Property Rights, proprietary rights, or any symbols, notices, marks, serial numbers, or identification on or relating to any copy of the Software or Documentation;

7.4.7. Use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any applicable Law;

7.4.8. Use the Software and Documentation for the purposes of (a) developing, using, or providing a competing software, product or service; (b) any other purpose that could harm Licensor or result in commercial disadvantage;

7.4.9. Use the Software after expiration of the Term;

7.4.10. Use the Software for any purpose not expressly permitted by this Agreement.

8. LICENSEE COOPERATION AND NOTICE OF INFRINGEMENT

8.1. **Cooperation and notice of infringement.** Licensee shall, during the Term:

8.1.1. Adequately secure and safeguard the Software and Documentation against unauthorized access, infringement, misappropriation, theft, misuse, or any other unauthorized use. Licensee shall take all commercially reasonable measures and precautions similar to those it would take to secure and protect its own intellectual property;

8.1.2. Perform all reasonable actions as requested by Licensor to maintain the validity, enforceability, and ownership of Licensor's Intellectual Property Rights in the Software and Documentation;

8.1.3. Immediately notify Licensor in writing if Licensee becomes aware of any actual or suspected infringement, misappropriation, misuse, theft, unauthorized access, or other violations of Licensor's Intellectual Property Rights in or relating to the Software or Documentation;

8.1.4. Immediately inform Licensor in writing of any claim asserting that the Software or Documentation, in whole or in part, infringes, misappropriates, or otherwise violates any rights, including Intellectual Property Rights, of other persons or entities;

8.1.5. Provide full assistance and cooperate with Licensor in all commercially reasonable ways, including, but not limited to, providing records, information, depositions, testimonies, and any other reasonable assistance required by Licensor at its sole expense, in any claim, suit, action, or proceeding to prosecute or defend Licensor's rights in the Software, Documentation, and any Intellectual Property Rights associated with it.

9. SECURITY MEASURES

9.1. **General.** The Software may have security features aimed at preventing any unlawful or unauthorized use. Licensee acknowledges that Licensor may use these features to verify Licensee’s compliance with this Agreement and (or) to perform Licensor’s rights. Licensor may periodically collect technical and other information, without interfering with Licensee's use of the Software. Such information may be used for the sole purpose of enhancing the Software's performance and developing Updates. This data collection will be at the sole discretion of the Licensor. The information gathered by Licensor must never include any confidential or proprietary information of the Licensee.

10. CONFIDENTIALITY

10.1. **Confidential Information.** Each Party may reveal or provide the other Party with Confidential Information in relation to this Agreement. The recipient is only allowed to use the Confidential Information for the purpose of exercising its rights or fulfilling its obligations under this Agreement.

10.2. **Disclosure required by Law.** If the recipient or its representatives are required by Law to disclose any Confidential Information, they must inform the disclosing Party in writing of this requirement

before making any disclosure. The recipient may only disclose such information that is legally required to be disclosed.

11. TERMINATION AND EXPIRATION

11.1. **Termination by Licensor.** This Agreement may be terminated by Licensor in the following cases:

11.1.1. If Licensee fails to make payment within five business days after the due date;

11.1.2. If Licensee breaches sections 2 or 7 of the Agreement;

11.1.3. If Licensee is dissolved or liquidated or takes any corporate action for such purposes;

11.1.4. If Licensee becomes insolvent or is generally unable to pay its debts as they become due; becomes the subject of any bankruptcy proceedings; makes or seeks to make a general assignment for the benefit of its creditors; applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

11.2. **Termination by either Party.** This Agreement may be terminated by either Party if the other Party commits a material breach that cannot be cured or remains uncured for 1 month after receiving notice of the breach and demand for cure.

11.3. **Moment of termination.** The Agreement shall be deemed terminated upon receiving the termination notice by the other Party.

11.4. **Surviving provisions.** Those provisions which by their nature are continuing obligations shall survive termination or expiration of the Agreement and remain binding upon the Parties.

12. WARRANTIES

12.1. **Licensor's disclaimer of warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SOFTWARE, DOCUMENTATION, UPDATES, PRODUCTS, INFORMATION, MATERIAL, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS TO THIRD PARTIES, PATENT VALIDITY, OPERATION WITHOUT INTERRUPTION, ACHIEVEMENT OF LICENSEE'S REQUIREMENTS OR INTENDED RESULTS, OR COMPATIBILITY WITH ANY OTHER GOODS, EQUIPMENT, SERVICES, TECHNOLOGIES, OR MATERIALS. LICENSOR MAKES NO WARRANTY THAT THE SOFTWARE OR DOCUMENTATION IS OR WILL BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE OR ERROR, OR THAT ALL ERRORS WILL BE FIXED.

13. LIABILITY

13.1. **Late payment**

13.1.1. If Licensee fails to make any payment under this Agreement within five business days of due date, Licensor may perform the following remedies:

13.1.1.1. Disable the Licensee's use of the Software through technology;

13.1.1.2. Withhold, suspend, or revoke the license grant;

13.1.1.3. Terminate this Agreement.

13.1.2. Licensee must reimburse Licensor for all reasonable costs incurred to collect any and all late payment and associated interest amounts, including, but not limited to, any attorneys' fee, court costs, and collection agency fees.

13.2. **Limitation of liability**. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE, INCLUDING WHERE PARTIES WERE ADVISED THAT LOSSES OR DAMAGES WERE POSSIBLE OR FORESEEABLE, SHALL EITHER PARTY BE LIABLE FOR ANY: COST INCREASE; BUSINESS, PRODUCTION, REVENUES, OR PROFITS LOST; VALUE DIMINUTION; REPUTATIONAL LOSS; DAMAGED GOOD WILL; USE, INABILITY TO USE, DELAY, INTERRUPTION, LOSS, OR RECOVERY OF ANY SOFTWARE OR ANY THIRD-PARTY MATERIALS; DATA OR SYSTEM SECURITY BREACH, CORRUPTION, DAMAGE OR RECOVERY; REPLACEMENT COST OF GOODS, SOFTWARE, OR SERVICES; OR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY. IN ANY CASE LICENSOR'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

13.3. **Exceptions.** Licensor shall not be responsible for any consequences of the following events:

13.3.1. Any modification or damage to the Software, integration into any other technology or service by Licensee or third parties;

13.3.2. Licensee's use of the Software in ways that are not explicitly stated and permitted in the Documentation or this Agreement;

13.3.3. Licensee's failure to promptly install Updates;

13.3.4. Licensee's use of hardware, system or network;

13.3.5. Any other reasons or circumstances that the Licensor cannot reasonably control.

14. FORCE MAJEURE

14.1. Party's performance under this Agreement shall not be considered as breach if it fails to fulfill its obligations due to circumstances beyond its reasonable control, such as acts of God, natural disasters, war, terrorism, civil unrest, embargoes, government actions, labor disputes, power or telecommunications failures, etc. If a Party is unable to perform its obligations under this Agreement due to such circumstances, it must provide prompt written notice to the other Party with estimation how long the situation is expected to continue. If the situation continues for more than 1 month, either Party may terminate this Agreement.

15. GENERAL PROVISIONS

15.1. **Communication**

15.1.1. All messages, including but not limited to notices, requests, consents, claims, waivers, etc. shall be given only by email.

15.1.2. Messages shall be sent to the addresses specified in section 16 of this Agreement or the addresses provided by Licensee to Paddle or another reseller.

15.1.3. Messages shall be considered properly given:

15.1.3.1. When sent if delivered by email during the receiving Party's normal business hours;

15.1.3.2. On the next business day if sent by email after the receiving Party's normal business hours.

15.2. **Execution of the Agreement**

15.2.1. The Agreement shall be considered concluded when a) Licensee pays the license fee; or b) Licensee starts use of the Software. By doing so, you accept this Agreement.

15.3. **Amendment and Modifications.** This Agreement shall be available at Licensor's website via the link: https://elsci.io/peaksel/buy.html. This Agreement may be modified or amended by Licensor at its sole discretion and at any time. All changes shall come into force from the moment they are posted on Licensee's website. Licensor may notify you about such changes. Please monitor Licensor's website for changes from time to time. Any changes shall be retroactive unless otherwise explicitly stated by the Licensor. By continuing to use Peaksel, you agree to be bound by the new version of this Agreement.

15.4. **Entire Agreement**

15.4.1. This Agreement, along with any documents referenced herein, represents the complete and final agreement between the Parties concerning the subject matter. It replaces all prior understandings, representations, agreements, and warranties, whether expressed or implied, in written or oral form.

15.4.2. Exhibits, schedules, attachments, and appendices to this Agreement may contain provisions that differ from the Agreement. In that event the following order of priority shall apply: (a) appendices, exhibits, schedules, attachments to the Agreement; (b) this Agreement; and (c) any other documents referenced in this Agreement.

15.5. **Assignment.** Licensee is prohibited from directly or indirectly selling, assigning, sublicensing, leasing, renting, distributing, or otherwise transferring the Software or any of Licensee's rights and obligations under this Agreement to any other person or entity.

15.6. **Severability.** In the event that any provision of this Agreement is deemed invalid or unenforceable for any reason, such provision shall be considered removed from this Agreement. If it is determined that any provision of this Agreement is invalid or unenforceable, but could be enforceable if limited, then such provision will be considered to be limited in such a way. All the remaining provisions shall remain valid and enforceable to the extent permitted by law.

15.7. **Relationship of the Parties.** This Agreement does not create an agency, partnership, joint venture, employment or fiduciary relationship between the Parties. The Parties do not have the authority to bind each other in any way.

15.8. **Further Assurances.** The Parties agree to cooperate and perform any necessary actions, such as executing and delivering documents, as reasonably requested by the other Party to fulfill their rights and obligations under this Agreement. They will also take any other actions that are reasonably necessary or useful to fully implement this Agreement.

15.9. **Publicity.** Licensor may mention Licensee and use Licensee's trademarks, service marks, trade names, logo, domain names in Licensor's information, marketing, or commercial materials. Such use includes, but not limited to publications on the internet, Licensor's website, social media, etc.

15.10. **Privacy.** Licensor may process personal data of Licensee or its employees. Scope and other conditions of processing are described in Peaksel Privacy Policy which is available via this link: https://elsci.io/peaksel/buy.html.

15.11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of Armenia without applying any of its conflict of law provisions or any other rules or provisions that allow the use of the laws of any other jurisdiction.

15.12. **Pre-actions procedure.** All disputes or controversies shall be resolved through negotiations. Before filing a lawsuit in court, a Party must send the other Party a proposal for out-of-court settlement of the dispute. The other Party must consider the proposal and respond within 1 month from the date of receipt.

15.13. **Non-waiver.** The failure or delay of either Party to exercise or enforce any rights shall not be deemed as a waiver by that Party. Any waiver must be expressly set forth in writing and signed by the waiving Party.

15.14. **Headings.** The headings or titles of sections and subsections in this Agreement are provided for convenience and reference purposes only, and do not affect or alter the interpretation or meaning of this Agreement.

16. LICENSOR'S DETAILS

Licensor	
Name	Elsci, LLC
Address	Yerevan, Armenia, Arabkir district, Komitas ave, 1st lane, b. 20, 0051
Registration ID	269.110.1239483
E-mail	legal@elsci.io