Public Offer to Conclude a License Agreement for the SAYRIL Program

Version of 10.11.2026

This is a translation for convenience. The Russian text is legally binding.

Terms

- “Licensor” means the citizen named in clause 1.1, who is the right holder of the Program and a party to the contract.
- “Program” means the SAYRIL computer program, its versions, Updates, and parts of the distribution, including model files.
- “Website” means the website https://sayril.ru.
- “Personal Account” means the section of the Website for the account holder in which Orders are placed and Licenses, Devices, and license files are shown.
- “User” means an individual who acquires a SAYRIL Base or SAYRIL Pro License for themselves (a personal License), including for use in their work.
- “Organization” means a legal entity or an individual entrepreneur that acquires Licenses for its activities.
- “Organization Representative” means an individual who acts on the Website on behalf of the Organization: places and pays for the Order and manages the Organization's Licenses in the Personal Account.
- “Licensee” means a User or an Organization that has concluded a contract with the Licensor under the Offer.
- “Organization Employee” means an employee or contractor of the Organization to whom it has provided a Seat.
- “License” means a simple (non-exclusive) license to the Program under a contract concluded under the Offer.
- “Perpetual License” means a SAYRIL Base or SAYRIL Corporate License.
- “Subscription” means a SAYRIL Pro or SAYRIL Corporate Pro License: continuous access to the License features during a calendar month for a fee paid for each month; for each payment, the License is granted for one calendar month (the paid month).
- “Seat” means the right of one Organization Employee to use the Program under the Organization's License on no more than two Devices.
- “Order” means an order for a License placed in the Personal Account.
- “Third Parties” means persons who are not parties to the contract.

The terms “Device,” “Activation,” “Update,” “Corrective Update,” and “Maintenance Period” are used in the meanings defined in the SAYRIL License Agreement.

1. Subject of the Offer

1.1. The Licensor is Kadurin Aleksandr Anatolevich, INN (Taxpayer ID) 111603182707, self-employed. Information about the Licensor is given on the “Seller Information” page.

1.2. The Offer is the Licensor's proposal to conclude a license agreement on the terms set out herein with any User or Organization that places and pays for an Order on the Website.

1.3. A User acquires personal SAYRIL Base and SAYRIL Pro Licenses; an Organization acquires SAYRIL Corporate and SAYRIL Corporate Pro Licenses. An individual entrepreneur who buys a License for their activities places the Order as an Organization. The specifics of the contract with an Organization are set out in section 12.

1.4. Only a person who has reached the age of 18 may place an Order and accept the Offer.

2. Licenses

2.1. The Licensor grants the Licensee a License and access to the Program installer in the Personal Account. User Licenses:

- SAYRIL Base: 3,490 ₽, one-time payment. A Perpetual License that is valid in all versions of the Program, including versions released after the day of purchase. SAYRIL Base includes dictation with insertion of text into the input field of the active window (text is not inserted into windows run as administrator and stays on the clipboard), “Dictate and send,” translation of speech and of selected text (with a compatible translation model installed), text cleanup, and the dictation history. Other features, including SAYRIL Pro features and features that appear in versions released after the day of purchase, do not become available under SAYRIL Base.
- SAYRIL Pro: 690 ₽ for one calendar month; this License has no other term. During the paid month, everything included in SAYRIL Base works, as well as transcription of audio and video, meeting recording and speaker separation, the dictionary (including a shared one), voice commands, text editing by the language model, program profiles, access for other programs on this Device, and the features that the Licensor has included in SAYRIL Pro in versions released before the end of the paid month. After the paid month ends, the SAYRIL Pro features become unavailable, while SAYRIL Base, if acquired, remains valid. The start, end, and renewal of the month are determined by the Pro Subscription Terms.

The Organization Licenses SAYRIL Corporate and SAYRIL Corporate Pro are described in clause 12.4.

2.2. The list of features, the description of the Program, and the recommended computer specifications are shown on the purchase page and on the checkout page; the price, the number of Devices or Seats, and, for a Subscription, the rule for the start and end of the month with the calculated dates are shown on the checkout page before payment. The operating systems for which the Program is released are listed on the download page.

2.3. All personal Licenses of one Personal Account are valid at any one time on no more than two Devices. The User may transfer a License to another Device on their own, in the Personal Account, no more than once every 12 months; before this period expires, in the event of a breakdown, repair, loss, or replacement of the Device, the transfer is performed by the Licensor at the User's request (clause 2.4 of the License Agreement). Organization Devices are added and released under clause 12.8.

2.4. The trial period is 72 hours from the first launch of the Program, without payment and without Activation (clause 2.5 of the License Agreement).

3. What the contract consists of

3.1. The contract consists of the following documents in the versions shown when the Order was placed: the Offer, the SAYRIL License Agreement, the Refund Policy; for a Subscription also

the Pro Subscription Terms, and, if automatic renewal has been made available on the Website and the Licensee has turned it on, also the Recurring Payment Terms. The contract also includes the Order details on the checkout page: the License type and list of features, the price, the Subscription term, the number of Devices or Seats, the description of the Program, and the recommended computer specifications.

3.2. Each document of the contract governs its own subject matter. The Order details determine the price, the License type, the list of features, the Subscription term, and the number of Devices or Seats. The Offer determines the procedure for concluding the contract, for payment, and for granting the License, and its section 12 sets out the specifics of the contract with an Organization. The License Agreement determines the methods and limits of use of the Program, Activation, transfer of a License to another Device, Updates, warranties, and liability. The Refund Policy sets out the procedure for refunding money in the cases provided for by law, the calculation of the amount, and the payment. The Pro Subscription Terms set out the rules for paid months, and the Recurring Payment Terms the rules for automatic renewal. On a matter assigned to the subject matter of one of the documents, that document applies. No term of the contract limits the consumer rights established by law.

3.3. Use of the Website and the Personal Account is governed by the Terms of Use of the Website and Personal Account, and processing of personal data is governed by the Personal Data Processing Policy.

3.4. The contract is concluded in Russian, and the documents listed in clause 3.1 are effective in their Russian version. Their translation into English is provided for convenience; in the event of any discrepancy, the Russian text prevails. An Order placed on a page of the Website in another language constitutes acceptance of the documents in their Russian version.

4. How the contract is concluded

4.1. An Order is placed and paid for only on the Website, in the Personal Account.

4.2. Order procedure:

1. Signing in to the Personal Account or creating one.
2. Choosing a License (for an Organization, also the number of Seats). On the checkout page, the person placing the Order checks the License type, the list of features, the price, the Subscription term, the number of Devices or Seats, and the recommended computer specifications.
3. Marking acceptance of the documents listed in clause 3.1. The box is not pre-checked. The automatic renewal box, if present on the page, is checked separately and is not required to place the Order.
4. Payment for the Order (clause 5.2).

4.3. The contract is concluded at the moment the Order is paid: payment made after marking acceptance of the documents constitutes acceptance of the Offer (clause 3 of Article 438 of the Civil Code of the Russian Federation). Without payment, the contract is not concluded. The party to the contract is the User who owns the Personal Account in which the Order was placed, or the Organization on whose behalf the Order was placed.

4.4. The Order price is fixed for 7 days from the moment the Order is placed. If payment was started within this period and confirmed later, the Order is fulfilled at the fixed price. After this period expires, a new Order is placed at the current price.

5. Price and payment

5.1. The price is stated in rubles on the purchase page and in the Order. It is the same for every payment method and is final: the Licensor pays the taxes on it.

5.2. Payment is made by bank card or through the Faster Payments System.

5.3. The payment obligation is deemed fulfilled in the amount specified in the transfer order from the moment the credit institution servicing the payer confirms its execution. A Third Party may pay for the Order; the party to the contract remains the person specified in clause 4.3.

5.4. Receipt type: NPD receipt (“Moy Nalog”). A receipt for each payment is sent to the email address provided at payment.

5.5. As of the date of this version, automatic renewal of the Subscription is not available on the Website: the Subscription is renewed only by a new payment, and there are no automatic charges. If automatic renewal is made available, its terms will be published on the Website before it can be turned on, and it is turned on only by a separate box that is not pre-checked. Non-payment for the next month does not create a debt.

6. How the License is granted

6.1. Once payment is confirmed, the License appears in the Personal Account, and a purchase confirmation is sent to the email address of the Personal Account stating the Order number, the License type, the price, the Subscription term, the number of Devices or Seats, the dates of the versions of the documents listed in clause 3.1, and the procedure and time limit for refunds.

6.2. The Licensor grants the License no later than three calendar days from the date of payment. If the License has not appeared in the Personal Account, the Licensee may notify the Licensor of this at sayril-info@mail.ru. The first paid month of a Subscription starts at the moment the License is granted; a month paid in advance starts immediately after the current month ends.

6.3. The Program installer and the parts of the distribution are downloaded only from the Personal Account.

6.4. A Device is added, an Activation is issued, and a License is transferred to another Device in accordance with the License Agreement (clauses 2.4 and 2.5).

7. Updates and maintenance

7.1. The Program does not update itself: the Licensee installs Updates. A Perpetual License is valid in the versions of the Program and with the features defined in clauses 2.1 and 12.4; during the Maintenance Period, Corrective Updates (fixes for critical errors, vulnerabilities, and compatibility issues) are provided for it free of charge as part of the current version of the Program. Under a Subscription, all Updates released during the paid month are provided.

7.2. The Maintenance Period is not limited in advance. The Licensor announces the end of the Maintenance Period on the Website in advance. The end of the Maintenance Period does not terminate Perpetual Licenses (clause 2.11 of the License Agreement).

8. Refunds

8.1. Money is refunded in the cases provided for by law and in the case of an excess payment; the contract provides for no voluntary refund beyond the law. Article 48 of the Unified Rules

in the Field of Consumer Protection approved by Decree No. 6 of the Supreme State Council of the Union State of 6 December 2024 gives a consumer the right to withdraw from a digital product of proper quality. How this right applies to SAYRIL Base (within seven days, not counting the day of purchase, with a refund of the amount paid) and to a paid month of the Subscription (with a refund of the part of the fee proportional to the remaining paid time) is determined by clauses 2.2 and 2.3 of the Refund Policy. The Licensor sends the money within the time limit established by law. The grounds, calculation, and refund procedure are determined by the Refund Policy. Refunds to an Organization are governed by clause 12.11.

8.2. When a refund demand is satisfied, the rights for which the money is refunded terminate from the moment the demand is received, and the License or the paid month of the Subscription is revoked. The Program learns of the revocation only when it receives the revocation list (clause 2.12 of the License Agreement) and may continue to work until then, but it may not be used under a terminated License: the Licensee stops using it and uninstalls the Program unless the Licensee has another valid License.

9. Quality and liability

9.1. The Program recognizes speech and translates and edits text using models and can make mistakes, so the Licensee checks the result on their own. The Program is not intended for cases where an error could cause harm to life, health, or property (section 7 of the License Agreement).

9.2. No warranty period or service life is established for the Program. If the Program does not match its description or another defect is found, the Licensee is entitled to make the demands provided for by law if the defect is discovered within a reasonable time, but within two years from the date the License was granted. Demands related to failure to grant the License, unreasonable refusal of Activation, violation of time limits, or inaccurate or incomplete information about the Program are made within the time limits established by law. The procedure for applying is determined by section 5 of the Refund Policy.

9.3. The limits of the Licensor's liability are set out in clause 7.5 of the License Agreement; they do not apply to consumer demands.

9.4. The Licensor is released from liability if the Licensor proves that the obligation was not performed or was performed improperly due to force majeure (clause 3 of Article 401 of the Civil Code of the Russian Federation, clause 4 of Article 13 of the Law of the Russian Federation “On Protection of Consumer Rights”).

10. Licensee's obligations

The Licensee provides accurate information; keeps confidential the sign-in credentials for the Personal Account, the license key, and the license files; uses the Program lawfully and within the scope of the License; obtains the necessary consents if they record or recognize the speech of Third Parties; and makes backup copies of their files on their own.

11. Personal data

The Licensor processes data relating to the Personal Account, Orders, payments, Licenses, Devices, and support requests in accordance with the Personal Data Processing Policy. The Program processes audio and recognized text on the Licensee's Devices and does not transmit them to the Licensor.

12. Specifics for Organizations

12.1. This section applies to a contract with an Organization. It supplements the other sections of the Offer, and in the event of any discrepancy with them, this section applies.

12.2. Consumer protection legislation does not apply to a contract with an Organization. The applicable rules are determined by who acquires the License and for what needs; the License type, the box checked when placing the Order, and the number of Seats do not change them. A citizen who in fact acquired a License for personal, family, household, or other needs not related to business activity is a consumer.

12.3. An Order on behalf of an Organization is placed and paid for by the Organization Representative. In the Order, they state the name and INN (Taxpayer ID) of the Organization and, by marking acceptance of the documents, confirm that they are authorized to act on its behalf and that the Licenses are acquired for the Organization's activities. The Licensor may ask for confirmation of authority. The Organization's Licenses are shown in the Personal Account from which the Order was placed; actions in this Personal Account are deemed actions of the Organization. The Organization itself determines who acts on its behalf in this Personal Account and how access to it is transferred when the Organization Representative changes.

12.4. Organization Licenses:

- SAYRIL Corporate: a Perpetual License, one-time payment; the price of one Seat equals the price of SAYRIL Base (3,490 ₽). Like SAYRIL Base, it is valid in all versions of the Program (clause 2.1). It includes the SAYRIL Base features, the dictionary (including a shared one), and speech recognition through a server on the Organization's local network (the office server). Other features, including voice commands and features that appear in versions released after the day of purchase, do not become available under SAYRIL Corporate.
- SAYRIL Corporate Pro: a Subscription for one calendar month, each month is paid for separately; the price of one Seat per month depends on the number of Seats in the Order (clause 12.7). It includes the SAYRIL Pro features, speech recognition through the office server, and the features that the Licensor has included in SAYRIL Pro in versions released before the end of the paid month.

12.5. All Seats of one License receive the same set of features. The Organization's Seats are not combined with the personal Licenses of Organization Employees.

12.6. One Order may include no more than 300 Seats. Additional Seats are acquired by a new Order: this is a separate License.

12.7. The price of a SAYRIL Corporate Seat is 3,490 ₽ per Seat, one-time payment. The price of a SAYRIL Corporate Pro Seat per month depends on the number of Seats in the Order: 690 ₽ with 1–10 Seats, 590 ₽ with 11–30 Seats, 490 ₽ with 31 Seats or more. This price applies to all Seats of the Order: for example, with 15 Seats, each Seat costs 590 ₽. There are no discounts. The Seat price and the Order total are shown on the checkout page before payment.

12.8. A new Device is added in the Personal Account while fewer Devices are occupied than the License provides for (two per Seat). Releasing a Device and replacing it with another one are free of charge and not restricted by any time limit; a Device is released by the Licensor at the request of the Organization Representative. The Licensor may refuse to release a Device if there are signs that a Seat is being used in turn by several Organization Employees or by Third Parties. The Organization itself installs the Program on the Devices of Organization Employees and transfers the license files to them.

12.9. The Pro Subscription Terms apply to SAYRIL Corporate Pro, except for the rules on the number of Devices, transfer of a License to another Device, and the Seat price: these are determined by this section. The Subscription is renewed by a new Order for the same number of Seats at the Seat price in effect for that number of Seats on the day the Order is placed: such an Order continues the same License. An Order for a different number of Seats is a new License.

12.10. SAYRIL Corporate does not depend on SAYRIL Corporate Pro: the purchase, expiry, and refund of the Subscription do not affect it.

12.11. The right to withdraw from a digital product of proper quality, which consumer protection legislation gives to a consumer, does not apply to the contract with an Organization (clause 12.2); the contract provides for no voluntary refund of the fee (clause 8.1). Money is refunded to an Organization in the cases provided for by civil legislation and in the case of an excess payment (Refund Policy, clause 2.4). Early termination of the contract at the Organization's initiative and the settlements in that case are determined by a separate agreement of the parties; the Organization's proposal to terminate the contract does not in itself mean the Licensor's consent. The Organization's rights if the License is not granted on time, if the Program has defects, or if the Licensor commits other breaches are determined by law. A refund is made for the Order as a whole. This clause does not apply to a citizen who is a consumer (clause 12.2).

12.12. The Organization is responsible for compliance with the License Agreement by Organization Employees as for its own actions.

12.13. The Organization is the operator of the personal data of Organization Employees and Third Parties that is processed by the Program on its Devices. The Licensor does not receive this data.

12.14. Disputes with an Organization are heard at the Licensor's place of residence as of the day the claim is filed, by the court that has jurisdiction over the dispute under the law. This agreement changes only territorial jurisdiction and does not apply to disputes for which the law establishes exclusive jurisdiction.

13. Change of the Licensor's status

Registration of the Licensor as an individual entrepreneur or a change of tax regime does not change the party to the contract: it is the same citizen with the same surname, first name, patronymic, and INN. Purchased Licenses and accepted terms remain in effect; only the information about the Licensor and the type of receipt for new purchases change.

14. Governing law and disputes

The law of the Russian Federation applies. The parties try to resolve disagreements through correspondence; there is no mandatory pre-trial procedure for consumers. A consumer may bring a claim in a court of their choice, including at their place of residence. Jurisdiction over disputes with an Organization is determined by clause 12.14.

15. Term and amendment of the Offer

15.1. The Offer is valid from the date of its publication on the Website until it is withdrawn or replaced by a new version. The proposal for a specific Order is valid for the period specified in clause 4.4.

15.2. The contract is governed by the versions of the Offer and the other documents listed in clause 3.1 that were shown when the Order was placed. A new version does not change

a concluded contract without the Licensee's separate consent.

15.3. A new version applies to Orders placed after its publication, and for a Subscription starting from the month paid for by a new Order. The Licensee may consent to the application of the new version to an already paid Order by checking a box in the Personal Account, if the Licensor has offered one, or by an email message (for an Organization, the Organization Representative gives such consent). The License type, the list of features, the term, the paid months, the number of Devices or Seats, and the price under an already paid Order do not change as a result of such consent. A new version of the License Agreement applies to already acquired Licenses in accordance with clause 9.2 of the License Agreement.

16. Licensor's details

Kadurin Aleksandr Anatolevich, INN (Taxpayer ID) 111603182707, self-employed. Email: sayril-info@mail.ru. Phone: +7 (953) 350-07-32. Information about the Licensor is given on the “Seller Information” page.