



AMERICAN PETROLEUM INSTITUTE

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Mr. Ivan Ter-Mateosyants
Standard@npa-arm.org
Scientific and Industrial Valve Manufacturers Association
4, Shaumyana pr., Office 305
St. Petersburg, Russia 195027

API Contract No.: 2013-107830

Dear Mr. Ter-Mateosyants,

This license agreement is entered into of the last signature date below between the American Petroleum Institute ("API"), having its principal place of business at 1220 L Street, N.W., Washington, DC 20005 and the Scientific and Industrial Valve Manufacturers Association ("LICENSEE"), having its principal place of business at 4, Shaumyana pr., Office 305, St. Petersburg, Russia 195027.

WHEREAS, LICENSEE desires to obtain from API the right to translate into the Russian language the API standards listed in Attachment A (hereinafter "API Standards") and then to distribute the API Standards within the Scientific and Industrial Valve Manufacturers Association for non-commercial internal use.

WHEREAS, API wishes to authorize LICENSEE to translate and internally distribute the attached API Standards.

THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties agree as follows:

LICENSE

1. Subject to the terms and conditions specified herein, API hereby grants to LICENSEE a non-exclusive and non-transferable right to translate the API Standards in the Russian language.

Subject to the terms and conditions specified herein, API hereby grants to LICENSEE the non-exclusive and non-transferable rights to reproduce and distribute copies of the Russian translations of the API Standards in print format (hereinafter the "API Translated Standards") for internal use as reference only by LICENSEE.

2. This non-exclusive license authorizes translation and internal distribution of copies of the API Translated Standards in print format. The LICENSEE agrees that electronic reproduction or distribution of API Translated Standards is not authorized.
3. No transfer of ownership or title in the API Standards or in the API Translated Standards is intended by this Agreement, nor is the right to sell the API Standards or API Translated Standards granted to LICENSEE.
4. LICENSEE agrees to pay all sales, use, property, excise, and other taxes now or hereafter imposed by any government body or authority based on or in any way measured by this agreement. LICENSEE shall be responsible for any and all costs involved in the translation of the API Standards.

TERM

6. The initial term of this Agreement shall extend for two years from the date of execution ("Effective Date") by both parties signing this Agreement, unless terminated by either party pursuant to paragraphs 7 or 20. Either party, however, shall have the option to terminate this Agreement by providing advance written notice to the other party at least 90 days notice.
7. If the LICENSEE defaults in any of its obligations under this Agreement, API may immediately terminate or suspend the rights or authority conferred by this Agreement without prejudice to any other rights which API may have.
8. Upon termination of any rights or authority conferred by this Agreement, or upon expiration of this Agreement, the LICENSEE agrees to immediately discontinue the distribution and reproduction of the API Translated Standards.

INTELLECTUAL PROPERTY RIGHTS

9. LICENSEE understands and agrees that the API Standards and the API Translated Standards shall remain the sole and exclusive property of API and agrees that API retains the exclusive ownership of all intellectual and other property rights, including, but not limited to, all copyright, trademark and other similar rights. LICENSEE agrees that API is the sole owner of the API Standards and the API Translated Standards and agrees not to take any actions which are inconsistent with API's ownership right, including, but not limited to, challenging API's ownership rights and/or attempting to copyright the API Standards or API Translated Standards in any country, state or other jurisdiction.
10. The parties do not intend the term "license" to convey any ownership, title or other rights to LICENSEE. In the event that any court of law or government law or regulations interprets the term "license" with regard to use hereunder as conveying to LICENSEE any ownership, title or right to the API Standards or API Translated Standards, other than the right to use in accordance with this Agreement, then the term "license" as used herein, shall be defined as rental for a fixed period of time.
11. LICENSEE agrees to notify API immediately of any unauthorized distribution or copying of the API Standards or API Translated Standards by third parties, provided Licensee has learned of the incident.

NOTICES

12. LICENSEE must include the following statement in both English and Russian in a prominent place within each copy of the API Translated Standards: "This standard has been translated by the Scientific and Industrial Valve Manufacturers Association with the permission of the American Petroleum Institute (API). This translated version shall not replace nor supersede the English language version which remains the official version. API shall not be responsible for any errors, discrepancies or misinterpretations arising from this translation. No additional translation or reproduction may be made of the standard without the prior written consent of API."
13. Other than described above, LICENSEE shall not print its name or trademark on any API Translated Standards.

MISCELLANEOUS TERMS

14. LICENSEE shall provide to API one (1) copy of the API Translated Standards, in Word format, and one (1) copy in PDF, suitable for reproduction. If API determines that the Translated Standards

contain errors or does not comply with the terms and conditions of this Agreement, LICENSEE agrees to immediately make any changes deemed necessary by API.

15. LICENSEE agrees to make an accurate and faithful translation of the API Standards. LICENSEE agrees that the API Translated Standards may not include additions, deletions, or modifications, except as specified in this Agreement under the section entitled "Notices."
16. LICENSEE agrees to hold API, its members, officers, and employees harmless from any claims, liability, or damages resulting from LICENSEE's translation of the API Standards.
17. It is expressly understood between the parties hereto that no association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind has been created. The LICENSEE agrees not to make any representations to third parties that state or imply that such relationship exists.
18. This Agreement or any rights contained herein shall not be assignable or transferable by LICENSEE in any manner except with API's prior written consent nor shall LICENSEE have the right to grant sublicenses.
19. This agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this agreement.
20. Both parties agree to promptly notify the other of any assertion that an API Standards or API Translated Standards infringes upon or violated the rights of a third party. The parties agree that if API determines that there is a reasonable basis for said assertion, that API may terminate or suspend any or all rights to the API Standards that have been provided to the LICENSEE under this Agreement. After receiving notice from API of termination or suspension of rights, LICENSEE agrees to immediately discontinue distribution of the API Translated Standards. API shall not be liable to LICENSEE for any lost royalty, cost, expense, or damage whatsoever resulting from a suspension or termination made pursuant to this paragraph.
21. LICENSEE agrees to comply strictly with all U.S. export laws and have the sole responsibility for obtaining any licenses required to export or reexport.
22. Paragraphs 4, 5, 7, 8, 9, 10, 16, 17, 20, 24 and 27 survive termination of this Agreement.
23. The undersigned individuals represent and warrant that they are expressly and duly authorized by the respective entities to execute this agreement and to legally bind their respective entities as set forth in this agreement.
24. This agreement shall be interpreted and governed by the laws of the District of Columbia, United States of America (without regard to its conflict of laws rules). LICENSEE agrees that unless specifically waived by API, the only proper venue for any claims arising out of this Agreement shall be the courts located in the District of Columbia, United States of America.
25. This instrument contains the entire and only agreement between the parties. No oral statement or representation not herein contained shall have any force and effect.
26. The terms and conditions of this agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, any term or condition which is held to be illegal or unenforceable shall be deemed modified to the extent reasonably necessary to accomplish the original intention of the parties.

27. Notice required to be given by this Agreement shall be in writing and shall be effective as of the date on which such notice is delivered to (a) for API: Lakshmy Mahon, Publications Manager, Global Industry Services Department, American Petroleum Institute, 1220 L Street, NW, Washington, DC, 20005, USA and (b) for LICENSEE: Ivan Ter-Mateosyants, Scientific and Industrial Valve Manufacturers Association, 4, Shaumyana pr., office 305, St. Petersburg, Russia 195027.

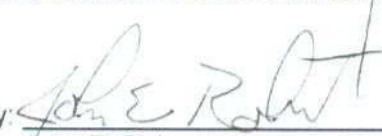
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

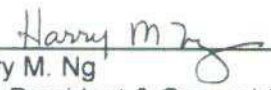
SCIENTIFIC AND INDUSTRIAL VALVE
MANUFACTURERS ASSOCIATION

By: 
Ivan Ter-Mateosyants
Director

Date: 18.12.13

AMERICAN PETROLEUM INSTITUTE

By: 
John E. Robertson
Vice President &
Chief Financial Officer

By: 
Harry M. Ng
Vice President & General Counsel

Date: November 20, 2013

ATTACHMENT A

Document Number	Edition	Publication Year	Document Title
ANSI/API Spec 6A	12 th	2010	Specification for Wellhead and Christmas Tree Equipment; Addendum 3
API Spec 6AV1	2 nd	2013	Specification for Validation of Wellhead Surface Safety Valves and Underwater Safety Valves for Offshore Service
API Spec 6FA	3 rd	1999	Fire Test Valves , Errata 1 and 2 (R2008)
API Spec 6D	23 rd	2008	Specification for Pipeline Valves, Twenty-third Edition (Identical to ISO 14313:2007), Includes Errata 1, 2, 3, 4, 5, and 6 (2011) and Addenda 1, 2 (2011), 3 (2012)
API Std 6DX	1 st	2013	Standard for Actuator Sizing and Mounting Kits for Pipeline Valves
API RP 6DR	2 nd	2012	Recommended Practice for the Repair and Remanufacture of Pipeline Valves (R2008)
API Spec 6FD	1 st	1995	Specification for Fire Test for Check Valves
API Spec 6FC	4 th	2009	Specification for Fire Test for Valves with Automatic Backseats
ANSI/API SPEC 14A	11 th	2005	Specification for Subsurface Safety Valve Equipment (R2012)
API RP 14B	5 th	2005	Design, Installation, Repair, and Operation of Subsurface Safety Valve Systems (R2012)
API RP 14H	5 th	2007	Recommended Practice for Installation, Maintenance and Repair of Surface Safety Valves and Underwater Safety Valves Offshore
API RP 521	5 th	2007	Guide for Pressure-relieving and Depressuring Systems: Petroleum petrochemical and natural gas industries-Pressure relieving and depressuring systems (Including 2008 Addendum)
API Std 526	6 th	2009	Flanged Steel Pressure-relief Valves (Including Errata 1, Errata 2)
API Std 527	3 rd	1991	Seat Tightness of Pressure Relief (R2007)
API RP 574	3 rd	2009	Inspection Practices for Piping System Components
API RP 591	4 th	2008	Process Valve Qualification Procedure
API Std 594	7 th	2010	Check Valves: Flanged, Lug, Wafer and Butt-welding
API Std 598	9 th	2009	Valve Inspection and Testing
API Std 599	7 th	2013	Metal Plug Valves-Flanged, Threaded and Welding Ends
API Std 600	12 th	2009	Steel Gate Valves- Flanged and Butt-welding Ends, Bolted Bonnets (Includes Errata 2009)
API Std 602	9 th	2009	Steel Gate , Globe, and Check Valves for Sizes DN 100 and Smaller for the Petroleum and Natural Gas Industries
API Std 603	8 th	2013	Corrosion-resistant, Bolted Bonnet Gate Valves- Flanged and Butt-welding Ends
API Std 607	6 th	2010	Fire Test for Quarter-turn Valves and Valves Equipped with Nonmetallic Seats
API Std 608	5 th	2012	Metal Ball Valves-Flanged, Threaded and Welding Ends
API Std 609	7 th	2009	Butterfly Valves: Double-flanged, Lug- and Wafer-type
API RP 621	3 rd	2010	Reconditioning of Metallic Gate, Globe, and Check Valves
API Std 520 Part 1	8 th	2008	Sizing, Selection, and Installation of Pressure-relieving Devices in Refineries, Part I- Sizing Selection
API Std 520 Part 2	5 th	2003	Sizing, Selection, and Installation of Pressure-Relieving Devices in Refineries-Part II, Installation