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- b. any sample programs or samples of the code made available on Licensor Site, as defined below (the "**Samples**");
- c. all support services provided to you by Licensor in connection with the Software (the "**Services**");
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- e. related user documentation and explanatory materials or files provided in written, "online" or electronic form (the "**Documentation**" and together with the Software, Samples, Updates, and Services the "**Product**").

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By accessing, storing, loading, installing, executing, displaying, copying the Product into the memory of a Client Device, as defined below, or otherwise benefiting from using the functionality of the Product ("**Operating**"), you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not Operate or use the Product in any way.

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BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT THE AGREEMENT" BUTTON AND PRESS "NEXT," PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I ACCEPT THE AGREEMENT" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU . IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR CLIENT DEVICE, AS SUCH TERM IS DEFINED BELOW. For your reference, you may refer to the copy of this Agreement that can be found in the Help for the Software. You may also receive a copy of this Agreement by contacting Licensor at: license@bitrixsoft.com.

1. **Proprietary Rights and Non-Disclosure.**

- o Ownership Rights. You agree that the Product and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Product, are proprietary intellectual properties and or the valuable trade secrets of the Licensor and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of United States, other countries and international treaties. You may use trademarks only insofar as to identify printed output produced by the Product in accordance with accepted trademark practice, including identification of trademark owner's name. Such

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- o Source Code and Modifications. You acknowledge that the Source Code for the Product is proprietary to the Licensor and constitutes trade secrets of the Licensor. You agree not to disassemble, decompile or "unlock", decode or otherwise reverse-translate or reverse-engineer, or attempt in any manner to reconstruct or discover any Source Code or underlying algorithms of the Product or any part thereof provided solely in Object Code form but you may change, add or delete any files of the licensed copy of the Products and you may adapt or modify the Source Code solely for purposes of Operating a licensed copy of the Product by you and as expressly permitted pursuant to the Documentation *provided* that you may not, in any event, remove or alter any copyright notices or other proprietary notices on any copies of the Product, whether so modified or not, *and further provided* that any such change, addition, deletion, adaptation or modification voids any express warranty provided herein and terminates any right to support services.
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2. **Grant of License.**

- o License. The Licensor grants you the following rights:
 - a. Trial Version. If you have received, downloaded and/or installed a trial version of the Product and are hereby granted an evaluation license for the Software and you may Operate the Product only for evaluation purposes and only during the single applicable evaluation period of thirty (30) days, unless otherwise indicated, from the date of the initial installation. Any use of the Product for other purposes or beyond the applicable evaluation period is strictly prohibited, *provided however* that, subject to the restrictions contained herein, you may copy and distribute a trial version of the Software without any

modifications whatsoever to any third party subject to this Agreement and further provided that you have no technical support rights during the trial period.

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 - c. Volume Use. If the Product is licensed with volume license terms specified in the applicable product invoicing or packaging for the Product, you may make use and install as many additional copies of the Product on the number of Client Devices as the volume license terms specify. You must have a reasonable mechanism in place to ensure that the number of Client Devices on which the Product has been installed does not exceed the number of licenses you have obtained.
 - d. Test copy. You may also make a copy of the Product solely for purposes of testing, adjusting and similar tasks *provided that such copy shall be located only on the local Client Device or local area network (LAN) without any internet or remote access of any party and further provided that such copy is deleted upon consummation of the Project*.
 - e. Multiple Environment Product; Multiple Language Product; Dual Media Product; Multiple Copies; Bundles. If the Product supports multiple platforms or languages, if you receive the Product on multiple media, if you otherwise receive multiple copies of the Product, or if you received the Product bundled with other software, the total number of your Client Devices on which all versions of the Product are installed may not exceed the number of licenses you have obtained from the Licensor. You may not rent, lease, sublicense, lend or transfer any versions or copies of the Product you do not use.
 - f. Back-up Copies. You can make one (1) copy the Product for backup and archival purposes, *provided, however, that the original and each copy is kept in your possession or control, and that your installation and use of the Product does not exceed that which is allowed in this Section 2*.
3. **Redistributable Elements**
- o In addition to the license and rights granted in Section 2, Licensor grants you the right to use and

reproduce the copyrightable elements and presentation layer framework portion of the Product (collectively "**Redistributables**") provided:

- a. you may use the Redistributables to create your own Intranet Portal components, as long as, it is NOT the basis for creating a product that provides the same, or substantially the same, functionality as any product of Licensor; and
- b. in the event you develop any modifications, enhancements, derivative works and/or extensions to the Redistributables, either independently or jointly with Licensor, such modifications, enhancements, derivative works and/or extensions and all rights associated therewith will be the exclusive property of Licensor. You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such modifications, enhancements, derivative works and/or extensions to any third party. You will, however, be entitled to use such modifications, enhancements, derivative works and/or extensions under the terms set forth in this Agreement. You hereby assign all right, title and interest in and to such modifications, enhancements, derivative works and/or extensions to the Redistributables to Licensor. You also agree to execute, acknowledge and deliver to Licensor all documents and do all things Licensor deems necessary or desirable, at no cost to but at expense of Licensor, to enable Licensor to obtain, secure, register or prosecute such modifications, enhancements, derivative works and/or extensions anywhere in the world. You agree to secure all necessary rights and obligations from relevant employees, or third parties in order to satisfy the above obligations.
- o In addition to the other requirements set forth in this Section 3, you hereby agree to indemnify, hold harmless, and defend Licensor from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to any alleged or actual claim, action, proceeding or allegation that arises or results, either directly or indirectly, from the exercise of your rights relating to the Redistributables.

4. **Term and Termination.**

- o The term of this Agreement ("**Term**") shall begin when you download, access or install the Product or pay the applicable license fees (whichever is earlier) and shall continue for the term specified in your order. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must immediately cease Operating the Product and all of its components and destroy, uninstall and erase all copies of the Product and all of its components, including without limitation on all systems and all types of media and in computer memory.
- o No Rights Upon Termination. Upon termination of this Agreement you will no longer be authorized to Operate or use the Product in any way.

5. **Support and Updates.**

- o Terms of Support. During the Warranty Period as defined below, you are entitled to technical services and support for the Product which is provided to you by Licensor during the regular business hours(GMT), except for locally-observed holidays, and includes the support provided through a special technical support section of the Licensor Website, email (support@bitrixsoft.com), or phone as listed on the Site www.bitrixsoft.com. During such period of one year, e-mail support, is unlimited and includes technical

and support questions and patch fixes. Any question submitted to the Site support channel will be responded to within two (2) business days.

- o Updates. During the Warranty Period hereunder, you may download Updates to the Product when and as the Licensor publishes them on the Site, or through other online services. If the Product is an Update to a previous version of the Product, you must possess a valid license to such previous version in order to use the Update. You may continue to use the previous version of the Product on your Client Device after you receive the Update to assist you in the transition to the Update, provided that: (i) the Update and the previous version are installed on the same Client Device; (ii) the previous version or copies thereof are not transferred to another party or Client Device unless all copies of the Update are also transferred to such party or Client Device; (iii) you acknowledge that any modification that you made to the Product may be lost, altered, distorted or destroyed rendering such modifications, Product or the part thereof inoperable or non-usable; and (iv) you acknowledge that any obligation the Licensor may have to support the previous version of the Product may be ended upon availability of the New Release. Except for the rights to free Updates during the Warranty Period, as further defined herein, nothing in this Agreement shall be construed as to grant you any rights or licenses with regard to the new releases of the Product or to entitle you to any new release. This Agreement does not obligate the Company to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of this Agreement apply to them (unless this Agreement is superseded by a succeeding agreement accompanying such Update or modified version of the Product).

6. Restrictions.

- o No Transfer of Rights. You may not transfer any rights pursuant to this Agreement nor rent, sublicense, lease, loan or resell the Product. You may not permit third parties to benefit from the use or functionality of the Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the application price list, purchase order or product packaging for the Product. Except as otherwise provided in Section 1.2 hereof, you may not, without the Licensor's prior written consent, reverse engineer, decompile, disassemble or otherwise reduce any part of the Product to human readable form nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Notwithstanding the foregoing sentence, decompiling the Software is permitted to the extent the laws of your jurisdiction give you the right to do so to obtain information necessary to render the Software interoperable with other software; *provided, however*, that you must first request such information from the Licensor and the Licensor may, in its discretion, either provide such information to you (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such use of the Software to ensure that the Licensor's and its affiliates' proprietary rights in the Software are protected. Except for the modification permitted under Section 1.2, you may not modify, or create derivative works based upon the Product in whole or in part.
- o Proprietary Notices and Copies. You may not remove any proprietary notices or labels on the Product. You may not copy the Product except as expressly permitted in Section 2 above.
- o Compliance with Law. You agree that in Operating the Product and in using any report or information derived as a result of Operating this Product, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, trademark, patent,

copyright, export control and obscenity law and you shall not use the Product for unethical or illegal business practices or in violation of any obligation to a third party in using, operating, accessing or running any of the Product and shall not knowingly assist any other person or entity to so violate any obligation to a third party.

- o Additional Protection Measures. Solely for the purpose of preventing unlicensed use of the Product, the Software may install on your Client Device technological measures that are designed to prevent unlicensed use, and the Licensor may use this technology to confirm that you have a licensed copy of the Product. The update of these technological measures may occur through the installation of the Updates. The Updates will not install on unlicensed copies of the Product. If you are not using a licensed copy of the Product, you are not allowed to install the Updates. The Licensor will not collect any personally identifiable information from your Client Device during this process.

7. **WARRANTIES AND DISCLAIMERS.**

- o Limited Warranty. The Licensor warrants that for one year (the "**Warranty Period**") from the date the License Key File is provided to you by Licensor (i) the media on which Product has been provided will be free from defects in materials and workmanship, and (ii) the Software will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by the Licensor. Non-substantial variations of performance from the Documentation do not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UPDATES AS APPLIED TO ANY MODIFIED PRODUCT, WHETHER OR NOT SUCH MODIFICATION IS PERMISSIBLE HEREUNDER, TRIAL AND EVALUATION VERSIONS, UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF PRODUCT. This limited warranty is void and your support right terminate if the defect has resulted from accident, abuse, or misapplication or any modification, whether or not such modification is permitted hereunder. No warranty is made as to the integrity, protection or safekeeping of any modification to the Products made by you upon installation of any of the Updates. To make a warranty claim, you must return the Product to the location where you obtained it along with proof of purchase within such sixty (60) day period of the license fee you paid for the Product. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.
- o Customer Remedies. The Licensor and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the license, if any, (ii) replacement of the defective media in which the Product is contained, or (iii) correction of the defects, "bugs" or errors within reasonable period of time. You must return the defective media to the Licensor at your expense with a copy of your receipt. Any replacement media will be warranted for the remainder of the original warranty period.
- o NO OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE PRODUCT OR

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8. Indemnification

- o Indemnification for Violations. Your Operating of the Product, your accessing your account with Licensor

and your entering into this Agreement constitutes your consent and agreement to defend, indemnify and hold harmless Licensor and its affiliated companies, employees, contractors, officers and directors from any claim or demand, including reasonable attorney's fees arising out of your use of the Product in violation of this Agreement.

9. **U.S. Government-Restricted Rights.**

- o **Notice to U.S. Government End Users.** The Product and accompanying Documentation are deemed to be "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including a ny use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
- o **Export Restrictions.** You acknowledge and agree that the Confidential Information, Product, its use, export or transshipment may be subject to restrictions and controls imposed by various government authorities and you agree to assure that, in connection with performance of its obligations pursuant to this Agreement or arising or relating therefrom, no Software, Product, Documentation, Confidential Information or any portion thereof, and any information relating thereto or to this Agreement, is exported, transshipped or re-exported, directly or indirectly, in violation of any applicable law and ensure that neither the Software, Products nor the Documentation, underlying information or technology may be downloaded or otherwise exported or re-exported in violation of applicable embargo or export/import law, regulation or international treaty. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that the Licensor has no further responsibility for such after the initial license to you.

10. **Your Information and the Licensor's Privacy Policy**

- o **Privacy Policy.** You acknowledge receipt of and agree to the Licensor's privacy statement which is made available to you in connection with installation and is set forth in full at <http://www.bitrixsoft.com/policy.php>. You hereby expressly consent to the Licensor's processing of your personal data (which may be collected by the Licensor or its distributors) according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference. By entering into this Agreement, you agree that the Licensor may collect and retain information about you, including your name, email address and credit card information. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on its website and may amend such policy from time to time in its sole discretion. You should refer to

the Licensor's privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If "you" are an organization, you will ensure that each member of your organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor's processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States and Germany. United States laws regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

- o Public Announcements. The Licensor may identify you to the public as a customer of the Licensor and describe in a customer case study the services and solutions delivered by the Licensor to you. The Licensor may also issue one or more press releases, containing an announcement of the execution and delivery of this Agreement and/or the implementation of the Product by you. Nothing contained in this Section shall be construed as an obligation by you to disclose any of your proprietary or confidential information to any third party. In addition, you may opt-out from this Section by writing an opt-out request to the Licensor at privacy@bitrixsoft.com.

11. Miscellaneous.

- o Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; *provided, however*, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.
- o Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period .
- o Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement

will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

- o Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at info@bitrixsoft.com.

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