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and

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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.

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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.

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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.

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3.1. 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 Internet Website 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

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3.2. 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.**

4.1. 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.

4.2. 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.

5.1. 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, or email (support@bitrixsoft.com) 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.

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6.4. 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.

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7.1. 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.

7.2. 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.

7.3. 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 CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED OR EXPECTED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. THE LICENSOR MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT WILL MEET YOUR OR YOUR CUSTOMERS' EXPECTATIONS, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE PRODUCT MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSOR TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

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OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Indemnification

8.1. 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.

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10. Your Information and the Licensor's Privacy Policy

10.1. 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/about/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 web site 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.

10.2. 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.

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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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