

## **BigAntSoft End-User License Agreement (EULA)**

**Important!** Read the following terms carefully before installing, copying and/or using the product. Installing, copying or using the product indicates your acceptance of these terms.

This End-User License Agreement ("EULA") is a legal agreement between you, the end user of the license rights granted herein, and BigAntSoft governing the use of the server-side software (SERVER SOFTWARE) and client-side software (CLIENT SOFTWARE) both mentioned below as SOFTWARE accompanying this EULA, including any and all associated media, printed materials, and "online" or electronic documentation protected by copyright laws. By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree with the terms of this EULA, do not use the SOFTWARE. You may obtain a refund of the amount you originally paid if you:

- Do not use the SOFTWARE, and
- Return the SOFTWARE, including all of the above-mentioned documentation, media and packaging, with the proof of payment, to the place where you bought the SOFTWARE, within the term provided by the law of the country and the return policy of the location in which you purchased the SOFTWARE.

### **1. Grant of License**

1.1 Subject to your compliance with the terms of this EULA, BigAntSoft grants you, the end user, a non-exclusive license enabling you to use the SOFTWARE.

1.2 All conditions stated below apply both to the SOFTWARE as a whole and to all of its separate components.

### **2. License**

2.1 BigAntSoft represents, warrants and guarantees that it has the full right, power, legal capacity, ability and authority to license and distribute the SOFTWARE, including all the images, photos, animations, audio-video components, sound, text and "applets" incorporated into the SOFTWARE, as well as the accompanying printed materials and all of the SOFTWARE copies.

2.2 The SOFTWARE contains valuable trade secrets and confidential information belonging to BigAntSoft and is protected by copyright, including, without limitation, by United States Copyright Law, international treaty provisions, and the applicable laws of the country in which it is being used. Any use of the SOFTWARE outside of or in contravention of the terms and conditions of this EULA shall constitute a breach of

BigAntSoft's intellectual property rights and shall give cause for the revocation of all rights to use the SOFTWARE granted to you under this EULA.

2.3 You may make a one-time permanent transfer of this EULA and SOFTWARE only directly to an end user/company. This transfer must include all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades and LICENSE KEY file (described in article 6.1) for the purchased SOFTWARE). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE. You must uninstall the SOFTWARE from your computers or from your Local Area Network in the case of such SOFTWARE transfer.

### **3. Using the SOFTWARE**

3.1. In the case of a stand-alone installation you may not install the SERVER SOFTWARE on any other computers except a single installation on a company's server computer or your home computer.

3.2. You may install and use the CLIENT SOFTWARE simultaneously on a limited number of computers at the same time. The number of CLIENT SOFTWARE that supported by the SERVER SOFTWARE is provided to you by a LICENSE KEY file.

### **4. Dual-Media SOFTWARE**

4.1 You may receive the SOFTWARE on more than one medium, including downloads over the Internet. Regardless of the number of media you receive, you are only licensed to use one copy of the SERVER SOFTWARE and a limited number of the CLIENT SOFTWARE supported by your LICENSE KEY file in accordance with Section 3 of this EULA.

### **5. Redistribution of the SOFTWARE**

5.1 The SOFTWARE trial version may be freely distributed, with exceptions noted below, provided the distribution package is not modified. No person or company may charge a fee for the distribution of the SOFTWARE without written permission from BigAntSoft. Trial version may not be bundled or distributed with any other package without written permission of BigAntSoft. You may not sell or grant an access to third parties such as LICENSE KEY file (except as described in article 2.3), rent, lease, or lend the SOFTWARE.

### **6. Limitations**

6.1 Purchase. You acknowledge that the SOFTWARE is protected from unauthorized

copying and unlimited use. You may not be able to exercise your rights to the SOFTWARE under this EULA unless you purchase your copy of the SOFTWARE. When you purchase the SOFTWARE you receive an unique LICENSE KEY file within 24-72 hours after your payment of the SOFTWARE is transferred. A LICENSE KEY file is provided by BigAntSoft and includes a number of the CLIENT SOFTWARE supported by your single installation of the SERVER SOFTWARE. BigAntSoft agrees to provide all the instructions and step-by-step information on how to set and use a LICENSE FILE in the SOFTWARE.

6.2 All usage terms and limitations governing the use of the SOFTWARE are stated in Section 3 of this EULA, unless otherwise stipulated in a separate agreement with BigAntSoft.

6.3 You may not perform or make it possible for other persons to perform any activities included in the list below:

6.3.1 Disassemble or decompile (i.e. extract the source code from the object code) the SOFTWARE (applications, databases, and other SOFTWARE components), except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation.

6.3.2 Modify the SOFTWARE, including making changes to the object code of the applications and databases contained in the SOFTWARE other than those provided for by the SOFTWARE and described in the documentation.

6.3.3 Transfer any rights granted to you hereby and other rights related to the SOFTWARE to any other person, except as described in article 2.3.

6.3.4 Make it possible for any person not entitled to use the SOFTWARE and working in the same multi-user system as you to use the SOFTWARE.

## **7. Support Services**

7.1 BigAntSoft will provide you with support services related to the SOFTWARE ("Support Services"). BigAntSoft retains the right to make changes to its Technical Support Policy without prior notice.

7.2 Any supplementary software code provided to you as part of Support Services is to be considered as part of the SOFTWARE and subject to the terms and conditions of this EULA.

7.3 To be eligible for Support Services, you are required to provide BigAntSoft with information about the characteristics of network settings and computer, as well as standard personal details including your name, company name (if applicable),

address, phone number and e-mail address.

7.4 BigAntSoft may use the above-mentioned information for its business purposes, including, but not limited to, product support and development, provided that BigAntSoft does not utilize such information in any form that personally identifies you.

## **8. Not for Resale Software**

8.1 If the SOFTWARE is labelled "Not for Resale" or "NFR", then, notwithstanding other sections of this EULA, you may only use such SOFTWARE for demonstration, verification or testing purposes.

## **9. Software for Trial Purposes**

9.1 If the SOFTWARE is labelled "Try&Buy", "Trial" or "Demo", then this section shall apply until such time that you purchase a license for the full retail version of the SOFTWARE. You acknowledge that the SOFTWARE has limited functionality and/or functions for a limited period of time. The SOFTWARE is licensed on an "as is" basis, solely as a demonstration model. If the SOFTWARE is a timeout version, its functionality will be disabled after a designated period of time following the installation, this period being specified in the SOFTWARE. Upon such timeout date, the license hereunder shall be terminated, unless extended by BigAntSoft upon your purchase of a full retail license from BigAntSoft.

## **10. Upgrades**

10.1 If the SOFTWARE is labelled as an upgrade, you must be properly licensed to use a product identified by BigAntSoft as being eligible for the upgrade in order to use the SOFTWARE.

10.2 The SOFTWARE labelled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade.

10.3 Once you have installed the upgraded product, your previous EULA is considered null and void.

10.4 You may only use the resulting upgraded product in accordance with the terms of the EULA supplied with the product.

10.5 You acknowledge that any obligation BigAntSoft may have to support the version of the SOFTWARE being upgraded shall end upon the availability of the upgrade.

## **11. Termination**

11.1 Without prejudice to any other rights, BigAntSoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA.

11.2 In such an event, you must destroy all copies of the SOFTWARE, all of its component parts and uninstall the SOFTWARE.

## **12. Warranties and Indemnifications**

12.1 BigAntSoft warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use for a period set by the legislation of the country in which you purchased the SOFTWARE starting from the date of purchase or distribution. If the SOFTWARE was purchased in the Russian Federation, this period will constitute 60 days starting from the date of purchase or distribution.

12.2 In all other respects, the SOFTWARE is supplied "as is". BigAntSoft does not guarantee that the SOFTWARE will carry no errors, nor will it take on any liability for damages, either direct or indirect, including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss resulting from the use of the SOFTWARE, or damages caused by possible errors or misprints in the SOFTWARE.

12.3 BigAntSoft does not warrant that the SOFTWARE will meet your requirements or that the SOFTWARE will function properly when used in conjunction with any other software or hardware.

12.4 Except as expressly provided herein, BigAntSoft makes no other warranties, either expressed or implied, regarding the SOFTWARE, its merchantability, or its fitness for any particular purpose, and the entire risk as to the quality and performance of the SOFTWARE lies with you.

12.5 In any event, BigAntSoft's sole obligation or liability under this EULA, regardless of the nature of the events that resulted in such an obligation or liability, shall not exceed the purchase price originally paid for the SOFTWARE.

## **13. Export Rules**

13.1 The SOFTWARE shall not be exported or re-exported in violation of any export provisions of the country, where the SOFTWARE was purchased, or any other applicable legislation.

## **14. Governing Law**

14.1 If the SOFTWARE was purchased in the United States, Canada, Mexico, Japan or Taiwan, this EULA shall be governed by and construed in accordance with the substantial laws in force in the courts of Santa Clara County, State of California, United States of America.

14.2 If the SOFTWARE was purchased in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, the Netherlands, Portugal, Spain, Sweden, the United Kingdom, or any other member state of the European Union that is not mentioned in article 14.3 or 14.4 of this EULA, or in Switzerland, Norway, Iceland or Liechtenstein, this EULA shall be governed by and construed in accordance with the substantial laws in force in the courts of Amsterdam, the Netherlands.

14.3 If the SOFTWARE was purchased in Russia, Byelorussia, Kazakhstan or any other country of the CIS, except for Ukraine and Moldova, this EULA shall be governed by and construed in accordance with the substantial laws in force in the courts of Moscow, the Russian Federation.

14.4 If the SOFTWARE was purchased in Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Hungary, Israel, Macedonia, Malta, Poland, Romania, Slovakia, Slovenia, Turkey, Yugoslavia (Serbia and Montenegro), Ukraine or Moldova this EULA shall be governed by and construed in accordance with the substantial laws in force in the courts of Moscow, the Russian Federation.

14.5 In the cases described in articles 14.1-14.4, this EULA will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14.6 If the SOFTWARE was purchased in a country other than the countries specified in articles 14.1-14.4, this EULA shall be governed by and construed in accordance with the substantial laws of the country in which you purchased the SOFTWARE.