

License agreement

THIS USER AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND +ALIANCE GOVERNING YOUR USE OF ALL SOFTWARE HOSTED BY AWARA IT AND THE SERVICES OUTLINED IN THIS USER AGREEMENT. +ALIANCE IS UNWILLING TO LICENSE OR OTHERWISE AUTHORIZE YOUR USE OF THE SOFTWARE LICENSED OR THE OTHER SERVICES PROVIDED HEREIN EXCEPT ON THE TERMS CONTAINED IN THIS USER AGREEMENT. YOUR USE OF THE SOFTWARE SHALL CONSTITUTE AN ACCEPTANCE BY YOU OF THE TERMS OF THIS USER AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THE USER AGREEMENT, DISCONTINUE ALL USE OF THE SOFTWARE.

THIS USER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF +ALIANCE OBLIGATIONS AND RESPONSIBILITIES TO YOU, AS USER OF THE +ALIANCE SERVICES, AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF +ALIANCE RELATING TO THE SUBJECT.

Definitions

In the License Agreement a number of terms is used, in singular or plural form, that start with a capital letter and are defined as the words that are written in italic in this article.

1. *Organization*: The Organization which makes (portions of) the Software available to Licensee (e.g. because the Licensee works at the Organization which bought the license from (a Partner of) Licensor)
2. *Material*: To the Software linked material in digital form, including, yet not exclusively: texts, questions, images, videos and animations.
3. *License Agreement*: this agreement between Licensee and Licensor.
4. *Licensor*: +Aliance LLC, established in Tyumen, 256 build 6, Respubliki st., Russia, or a to this company affiliated venture that makes use of present conditions.
5. *Licensee*: the natural person who uses the Services and the Materials.
6. *Service*: service made available by the Organization to the Licensee, including documentation.

Limitation on use of +Aliance Services

You agree:

- you are responsible for the evaluation and selection of, as well as for the results obtained from, the +Aliance Service;
- you are responsible for complying with all rules and regulations relating to the +Aliance services sent to you by email or other electronic means as they may be amended from time to time;
- to use the +Aliance services only for processing your business data and in accordance with the terms and conditions of this User Agreement;
- not to make the Service, the +Aliance Documentation, or any username or passcode available to any third party, including, without limitation, in any form by rental, service bureau, hosting, time sharing arrangement, or demonstration of the Service to any third party;
- to use your best efforts to cooperate with and assist +Aliance in identifying and preventing any unauthorized use, copying, or disclosure of the Service, the +Aliance Documentation, or any portion thereof;

- not to use the +Aliance Services in any way that is unlawful, or which harms a +Aliance Party, as determined by +Aliance in its sole discretion;
- not to interrupt, or attempt to interrupt, the operation of the +Aliance Services in any way;
- not to restrict, in any way, any other authorized user from using the +Aliance Services;
- not to attempt to breach the security of the +Aliance Services;
- not to access, or attempt to access, data belonging to third parties;
- to notify +Aliance, in writing, as soon as is reasonably possible, if you learn of any actual or threatened infringement or piracy of the Service, or if any infringement or piracy claim is made against you by a party other than +Aliance in connection with your use of the Service;
- to provide accurate, current, and complete information on your legal name, address, email address, phone number, and other information reasonably requested by +Aliance, and to keep such information updated; and
- to be responsible for all electronic communications sent by you to +Aliance

Access to +Aliance Services. +Aliance reserves the right to deny access to the +Aliance Services to anyone at any time.

Transmission of Data. You understand that the technical processing and transmission of electronic communications is fundamentally necessary to your use of the +Aliance Services. You expressly consent to +Aliance's interception and storage of electronic communications, and you acknowledge and understand that your electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned, operated, or both by +Aliance. You acknowledge and understand that changes to your electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices.

Reservation of Rights.

All rights not expressly granted to you pursuant to this User Agreement are reserved to +Aliance.

Monitoring.

To the maximum extent permitted by applicable law, you grant +Aliance the right to monitor the +Aliance Services, and your use of each, and to disclose such information in the event that +Aliance, in good faith, believes it is necessary for purposes of ensuring your compliance with this User Agreement, and protecting the rights, property, and interests of +Aliance Parties.

Indemnification.

By +Aliance. +Aliance will, at its expense, indemnify and hold you harmless against any claims made by an unaffiliated third party that the +Aliance Service infringes its patent, copyright, or trademark, or misappropriates its trade secret; provided (i) you notify +Aliance, in writing, not later than 20 days after you receive notice of the claim, (ii) you give +Aliance sole control of the defense and any settlement negotiations, and (iii) you cooperate with +Aliance in defending against or settling the claim. +Aliance's obligation of indemnification will not apply to the extent that the claim is based on (i) your use of the +Aliance Service after +Aliance notifies you to discontinue use due to such a claim;

By You. You hereby agree to indemnify, defend, and hold harmless +Aliance from and against any and all claims, proceedings, damages, liability, and costs (including reasonable attorney's fees) incurred by +Aliance in connection with any claim arising out of (i) any breach or alleged breach of any of your obligations set forth in this User Agreement, and (ii) your use of the Service, or the use by any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this User Agreement, regardless of the type or nature of the claim. You shall cooperate as fully as reasonably required in the defense of any claim. +Aliance reserves the right, at

its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of +Aliance.

Term and Termination.

This User Agreement is effective upon your acceptance of this User Agreement, or upon your accessing and using the +Aliance Services, even if you have not expressly accepted this User Agreement. This User Agreement shall continue in effect until terminated. Without prejudice to any other rights, this User Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described in this User Agreement. If you fail to pay the applicable subscription fees, +Aliance shall have the right to restrict, suspend, or terminate your access to the +Aliance Services in whole or in part, without notice and without liability. You may terminate this User Agreement at any time by providing written notice of your decision to terminate the User Agreement to +Aliance. +Aliance may terminate this Agreement if you breach any term of the Agreement by giving you written notice of your breach and +Aliance decision to terminate the User Agreement. If this User Agreement is terminated, +Aliance reserves the right to refuse to provide access to the +Aliance Services to you in the future. Once access to the +Aliance Services has been denied as a result of termination of this User Agreement, +Aliance reserves the right to impose a charge for access to the +Aliance Services and the Software.

Amendment to User Agreement.

+Aliance reserves the right, in its sole discretion, to amend this User Agreement from time to time. If there is a conflict between this User Agreement and the most current version of +Aliance User Agreement, posted at www.plus-aliance.ru, the latter will prevail. Your continued use of the +Aliance Services and the Software following any amendment to this User Agreement shall be conclusively deemed an acceptance of all such amendments.

Miscellaneous.

This License Agreement shall be interpreted and construed according to, and governed **by Russian Law**. Disputes or controversy arising out of, or relating to this License Agreement shall be brought before the district court where the Licensor is established.

Unless differently provided, certain obligations, which because of their nature are intended to last after termination of the License Agreement, remain to be effective after its termination. The termination of the License Agreement explicitly does not dismiss Licensee of the provisions concerning liability, intellectual property, governing rights and forum choice.