End-User License Agreement

This End-User License Agreement (this "Agreement") is a legal contract between you, as either an individual or a single business entity, and iPi Soft LLC and its affiliates ("IPI SOFT").

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This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. 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. If you are leasing the Software, and fail to pay the applicable license fees, IPI SOFT shall have the right to shut down your server. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to IPI SOFT and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to IPI SOFT or destroying all such materials and providing written verification of such destruction to IPI SOFT. IPI SOFT may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach and IPI SOFT' decision to terminate the Agreement. Upon termination of the Agreement by IPI SOFT, you agree to either return to IPI SOFT the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to IPI SOFT.

5. Indemnification

You will, at your own expense, indemnify and hold IPI SOFT, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of

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7. Limitation of Liability

IN NO EVENT SHALL IPI SOFT BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF IPI SOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. General Terms

8.1. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of Russian Federation, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the court of arbitration in Moscow, Russian Federation. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

8.2. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

8.3. Survival. Articles 2, 5, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

8.4. Headings. The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.5. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.6. Amendment. IPI SOFT reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of this Agreement, posted at www.ipisoft.com the most current version will prevail. If you do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to Section 4.

8.7. Taxes. You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of IPI SOFT. You shall reimburse IPI SOFT for the amount of any such taxes or duties paid or incurred directly by IPI SOFT as a result of this transaction.