

TRIAXES END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is a legal binding agreement between you (in case hereby you act as individual) or your employer (in case hereby you act as employee) and Triaxes Ltd, a company duly incorporated under the laws of Russian Federation with its principal office at 10/3 Akademicheskiiy Ave., Tomsk, 634055, Russia ("Triaxes"). In case of acting as an employee, your employer hereby should be considered as a proper licensee, even if you are the only person familiar with this EULA.

DEFINITION

- 1.1.** For the purpose of this EULA "Triaxes Software" means all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including but not limited to (i) Triaxes or third party computer information or software; (ii) digital images, stock photographs, clip art, sounds, videos or other artistic works; (iii) related explanatory written materials or files; and (iv) fonts;

LICENSE AND RESTRICTIONS

- 2.1.** Upon acceptance of this EULA Triaxes authorizes you to download and to install one (1) copy of Triaxes Software. In case you wish to use multiple copies of Triaxes Software you should obtain additional licenses;
- 2.2.** Demo version. In case Triaxes Software is not properly registered by you or your predecessor (previous end user), this EULA grants you the following rights:
 - 2.2.1.** Triaxes Software may be used in demo mode without time limitations;
 - 2.2.2.** You may freely distribute Demo Triaxes Software without modifying the installation package;
 - 2.2.3.** You may not sell Triaxes Software or distribute it as a part of some other product without written consent of the copyright holders.
- 2.3.** Registered version. In case Triaxes Software is registered by you or your predecessor (previous end user), this EULA grants you the following rights:
 - 2.3.1.** Use - You may use each copy of Triaxes Software solely for your personal and commercial, nonexclusive usage on one (1) computer and maximum two (2) screens, attached to the computer Triaxes Software is installed on. For the purpose of this EULA "Commercial usage" and "Commercial activity" with Triaxes Software means activity or use, primarily or secondarily intended to get reiterated profit or benefits, in monetary form or in kind, from use of Triaxes Software in production prints or images;
 - 2.3.2.** Copy for backup purposes - You may make one copy of Triaxes Software in machine-readable form for backup purposes only. You should clearly state on such copy Triaxes copyright notices and you may not transfer, sell, lease or lend such backup copy or use it for other purposes;
 - 2.3.3.** Transferring of rights - Notwithstanding to the contrary in Section 2.5.4 below you may transfer all your rights to use Triaxes Software to another person or legal entity provided that: (a) you also transfer each this EULA, Triaxes Software and all other software or hardware bundled or pre-installed with Triaxes Software, including all copies, updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (b) you retain no copies, including backups

and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this EULA;

- 2.4. Demo version. In case of Triaxes Software is not properly registered by you or your predecessor (previous end user), then in addition to the restrictions, stated in the Sections 2.5.1, 2.5.2, 2.5.3, 2.5.4, 2.5.5, 2.5.6 and 2.5.7 below you also may not use Triaxes Software for purposes, other than evaluation, trial and testing purposes;
- 2.5. Registered version. In case of Triaxes Software is registered by you or your predecessor (previous end user), then in no event will your performance of your activities with Triaxes Software be outside the scope and/or contrary to the Section 2.3, including, but not limited:
 - 2.5.1. You may not alter, merge, adapt or translate Triaxes Software, or decompile, reverse engineer, disassemble, or otherwise reduce Triaxes Software to a human-perceivable form, including but not limited to source code;
 - 2.5.2. You may not make any modifications to Triaxes Software;
 - 2.5.3. You may not make any copies of Triaxes Software or its related documentation for any purpose unless you fully comply with the conditions abovementioned regarding "Copy for backup purposes";
 - 2.5.4. You may not sell, distribute, rent, lease, sublicense or authorize all or any portion of Triaxes Software to be copied onto another user' computer;
 - 2.5.5. You may not unbundle the component parts of Triaxes Software for use on different computers;
 - 2.5.6. Triaxes Software, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of Triaxes Software;
 - 2.5.7. In addition to any other condition or provision concerning jurisdiction or any other aspect of international law, you are also responsible for compliance with the laws of your local jurisdiction;
- 2.6. You should be aware that this EULA does not comprise all the technology, or include licenses to all of the patents or other intellectual property, required to use or distribute Triaxes Software.

UPDATE AND UPGRADE POLICY.

- 3.1. For the purpose of this EULA the "Update" shall mean a modification to Triaxes Software that contains corrections of errors and minor enhancements, and "Upgrade" shall mean a modification to Triaxes Software that provides additional features or performs additional functions not provided or performed by Triaxes Software originally delivered to you;
- 3.2. You may receive from Triaxes the Updates and Upgrades to Triaxes Software at free of charge during one (1) year since you have bought Triaxes Software;
- 3.3. In case you want to receive Updates and Upgrades to Triaxes Software later than one (1) year since you have bought Triaxes Software you should purchase from Triaxes the additional license;
- 3.4. The conditions of this EULA apply to any Update, Upgrade or additional component added to Triaxes Software originally installed by you. In case that these include a separate agreement, its conditions will be in addition to the conditions of this EULA, unless the separate agreement specifies that its conditions prevail over the original conditions, and there is no doubt that the new agreement was approved by Triaxes.

TERMINATION

- 4.1. Demo version. Triaxes Software may be used in demo mode without time limitations. Triaxes may terminate this EULA in the event you break any provision under this EULA.
- 4.2. Registered version. In case of Triaxes Software is registered by you or your predecessor (previous end user), then Triaxes may terminate this EULA in the event you break any provision under this EULA. In these cases you must delete or destroy Triaxes Software, the backup copy, related documentation and all copies thereof without the refund of the amounts paid you for Triaxes Software.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1. EXCEPT FOR THE SERVICE MENTIONED IN THE SECTION 3.2 ABOVE, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS TRIAXES MAKES NO WARRANTIES HEREUNDER TO YOU WITH RESPECT TO TRIAXES SOFTWARE AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED OR ARISING OUT OF A COURSE OF CONDUCT OR COURSE OF DEALING, INCLUDING ALL WARRANTIES OF TITLE, PERFORMANCE, USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER DISCOVERABLE OR NOT. TRIAXES ALSO MAKES NO WARRANTY REGARDING NON INTERRUPTION OF USE. NO ORAL OR WRITTEN STATEMENT PROVIDED BY TRIAXES SHALL CREATE ANY WARRANTY;
- 5.2. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, IN NO CASE TRIAXES SHALL BE LIABLE FOR ANY LOST PROFITS, REVENUE OR BUSINESS OPPORTUNITY, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF TRIAXES SOFTWARE OR RELATED TO TRIAXES SOFTWARE, ANY PART THEREOF, THE DOCUMENTATION OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT TRIAXES SOFTWARE LIABILITY, OR OTHERWISE, EVEN IF TRIAXES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- 5.3. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS, IN NO CASE TRIAXES'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF TRIAXES SOFTWARE OR RELATED TO TRIAXES SOFTWARE, ANY PART THEREOF, THE DOCUMENTATION OR OTHERWISE RELATING TO THIS EULA, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL EXCEED 100% (ONE HUNDRED PERCENT) OF THE CUMULATIVE LICENSE FEE, PAID BY YOU IN ACCORDANCE WITH THE EULA. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN;
- 5.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CERTAIN DAMAGES OR LIABILITIES, SO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 5.2 AND 5.3 ABOVE MAY NOT APPLY IN FULL OR IN PART.

MISCELLANEOUS

- 6.1. This EULA shall be construed in accordance with and governed by the law of Russian Federation;

- 6.2. This EULA constitutes the entire agreement between you and Triaxes with respect to the use of Triaxes Software and it supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Section may be excluded by your written agreement with Triaxes. Special rules may apply to the use of certain Triaxes Software, which are listed in Triaxes website and incorporated into this EULA by reference.
- 6.3. Triaxes may elect to deliver Triaxes software electronically via e-mail or Internet download. Hereby you acknowledge that problems can arise during electronic data transmission and you assume all responsibility for verifying that any transmitted data is complete and correct;
- 6.4. As a rule, all notices, requests and demands given to or made upon the Parties shall be in writing and shall be delivered with delivery receipt. At the same time, in accordance with this EULA some notices may be sent by the e-mail or fax. Each Party hereby acknowledges that all notices delivered under this EULA should be addressed as follows:

Triaxes Ltd
10/3 Akademicheskij Ave.
Tomsk, Russian Federation, 634055
E-mail: info@triauxes.com

Any notice shall be deemed received upon actual receipt;

Your use of Triaxes Software, as defined above, signifies your approval and acceptance to these terms and conditions contained in this EULA. If you do not agree to the terms and conditions of this EULA, you are not authorized to use Triaxes Software in any way, including but not limited to downloading, installing or copying Triaxes Software.

In case you have any questions concerning this EULA or Triaxes Software and its installation, you may contact Triaxes support team at the address above, or by sending an E-mail to support@triauxes.com or visiting Triaxes' website: <http://www.triauxes.com>.