LICENSE AGREEMENT
for using the automated system software package developed by CJSC "ASCON"

The present License Agreement (hereinafter "Agreement") is a legal contract between you (physical person or legal entity) (hereinafter "End User") and CJSC "ASCON" (hereinafter "Rights Holder"), the developer of the automated system software package (hereinafter "PACKAGE"), regulating the assignment of non-exclusive rights to use the PACKAGE.

All exclusive rights to the PACKAGE are the property of the Rights Holder protected by copyright laws of the Russian Federation and the provisions herein.

The present Agreement does not grant any rights to trademarks and service marks of the Rights Holder and its suppliers to the End Users.

The present Agreement shall be deemed valid and granting rights to the End User only if the PACKAGE is authentic and is accompanied by a License Agreement, which must contain the license number, End User's name, and a list of PACKAGE components and number thereof. The terms and conditions of the printed License Agreement supplied with the PACKAGE shall replace the terms and conditions of the electronic Agreement.

PLEASE READ CAREFULLY THROUGH THE TERMS AND CONDITIONS HEREIN AND THOSE CONTAINED IN THE PRINTED LICENSE AGREEMENT PRIOR TO INSTALLATION OF THE SOFTWARE PACKAGE ON YOUR COMPUTER.

BY INSTALLING AND COPYING THE PACKAGE OR USING IT IN ANY WAY YOU AGREE WITH THE TERMS AND CONDITIONS HEREIN. Any and all violations of the terms and conditions of the present Agreement shall be prosecuted pursuant to the current law of the Russian Federation.

If you do not agree with the terms and conditions of the present Agreement, please do not install, use or copy the PACKAGE or any of its elements and return the PACKAGE to the Rights Holder or its official representative within 30 (thirty) days from the day of receiving the box with the PACKAGE copy written to a tangible medium containing unauthorized copy protection and the accessories (including printed materials and packing elements).

The unauthorized copy or unauthorized use protection may be represented by hardware (network key for several workstations or local key for single workstation) or software security. The Rights Holder shall supply the means of protection for each component of the PACKAGE.

Any and all changes to the list or number of PACKAGE components made by the Rights Holder or its duly authorized representatives shall be reflected in the License Agreement.

The list of official representatives of the Rights Holder and their addresses are published on the Rights Holder's website or are available upon request sent to the e-mail address provided in the references section at the bottom.

The PACKAGE may be acquired by purchasing a tangible medium from the Rights Holder or its authorized representative, or by downloading it from the official website of the Rights Holder on the Internet. Purchasing a version of the PACKAGE from any other dealer except the Rights Holder or its official representatives shall void any and all liability and warranty of the Rights Holder with respect to any and all consumer properties of the PACKAGE including its operability and suitability for any purpose.

1. PACKAGE Installation and Use *

PACKAGE installation shall follow the guidelines and recommendations supplied with the PACKAGE in printed or electronic format.

You are entitled to install, use, reproduce, run and access only one copy of the PACKAGE on a single computer.

If a network license for the PACKAGE is acquired from the Rights Holder, the number of simultaneously running PACKAGE licenses being used on the local area network shall not exceed the capabilities of the hardware or software protection in place. The means of protection may be installed on any End User's computer registered on the corporate local area network.

2. Licensed Rights *

Under the present Agreement the End User is granted the following rights:

• Right to use the PACKAGE to the fullest extent on the territory of the End User's enterprise;

• Right to reproduce the PACKAGE comprising the components and licenses stipulated in the printed version of the License Agreement only on the End User's computer (PC);

• Right to use the PACKAGE pursuant to its functional purpose;

• Right to all the results obtained by means of the PACKAGE;

• Right to create one copy of the PACKAGE solely for archiving or backup purposes;

• Right to use the Rights Holder's name, if necessary, with regard to the PACKAGE for advertising purposes, with mandatory notice to the Rights Holder prior to any such action;

• You may transfer your rights under the Present Agreement to any third party at any time only upon mandatory written notice to the Rights Holder regarding such transfer, stating the intended new End User of the Package, the license code, and the number and details of the licenses being granted. Any such transfer conducted without the Rights Holder's

written approval shall be deemed null and void. The End User transferring the rights shall destroy any backup or storage copies in its possession, and transfer the tangible media and the means of unauthorized copy and use protection to the new user together with all the accompanying accessories (including printed materials and packaging elements). The printed License Agreement shall be returned to the Rights Holder. This right does not apply to the PACKAGE licenses granted to the End User on network or local keys with built-in timers.

The new user of the PACKAGE shall confirm his agreement to all the terms and conditions herein prior to the transfer of rights.

The entirety of rights to the PACKAGE and the applicable territory shall be stipulated in the printed version of the License Agreement and in the License Contract to be separately signed by the End User with the Rights Holder or its authorized representative.

3. Restrictions *

The End User may not perform any of the following actions (or engage in any of the following activities) such as:

• At its sole discretion grant rights to use the PACKAGE (licenses) or provide the tangible medium containing the PACKAGE or any copies thereof to any third party on the commercial terms and conditions stipulated in agreements and contracts;

• Lease or loan the PACKAGE or the tangible medium containing the PACKAGE or any copies thereof to any third party;

• Transfer non-exclusive rights in full or in part to the PACKAGE to any third party;

• Copy or move the contents of the tangible medium containing the PACKAGE or its components to any Internet servers;

• Copy or move the PACKAGE or its components acquired from the Rights Holder or its authorized representative via the Internet to any Internet servers;

• Use the PACKAGE in violation of the terms and conditions herein;

• Replicate the PACKAGE and its accompanying printed media, except the cases covered in Section 2 herein;

• Crack the security technology, decompile or disassemble the PACKAGE or any of its components.

4. Trial Version of the PACKAGE *

If the PACKAGE or any of its components are provided to you as "trial" (for use over a trial period) or "demonstration" versions, the terms and conditions stipulated in this section which are independent from other terms and conditions herein shall apply. The terms and conditions contained in this section shall apply until lawful acquisition of a license granting the use of a fully functional PACKAGE version.

The "trial" or "demonstration" version of the PACKAGE may be acquired by purchasing a tangible medium from the Rights Holder or its authorized representative, or by downloading it from the official website of the Rights Holder on the Internet. "Trial" or "demonstration" versions of the PACKAGE are not provided with printed materials, including the User's Manual.

4.1. When using the "trial" or "demonstration" version of the PACKAGE or its components, the End User may not perform any of the following actions (or engage in the following activities), such as:

• At its sole discretion grant rights to use the PACKAGE (licenses) or provide the tangible medium containing the PACKAGE or any copies thereof to any third party on the commercial terms and conditions stipulated in agreements and contracts;

• Lease or loan the PACKAGE or the tangible medium containing the PACKAGE or any copies thereof to any third party;

• Copy or move the contents of the tangible medium containing the PACKAGE or its components to any servers on the Internet;

• Copy or move the PACKAGE or its components acquired from the Rights Holder or its authorized representative via the Internet to any Internet servers;

• Use the PACKAGE in violation of the terms and conditions herein;

• Create any copies of the PACKAGE unless otherwise stipulated in separate contracts or agreements with the Rights Holder or its authorized representatives;

• Crack the security technology, decompile or disassemble the PACKAGE or any of its components.

• Commercialize the results obtained by means of the PACKAGE unless otherwise stipulated in separate contracts or agreements with the Rights Holder or its authorized representatives.

4.2. "Trial" or "demonstration" versions of the PACKAGE are limited in functionality and/or operation time. The trial period for the PACKAGE or its components shall be stated on running the PACKAGE and constitutes not more than 30 (thirty) calendar days from the day of first startup unless otherwise stipulated in separate contracts or agreements with the

Rights Holder or its authorized representatives.

If you have failed to purchase a fully functional version of the PACKAGE or its components within the trial period, the software will cease to function after the trial period expires.

On expiration of the trial period for the PACKAGE you must either purchase a fully functional version of the PACKAGE or completely remove the PACKAGE from your computer. Otherwise the present Agreement as it pertains to the End User's rights shall become null and void entitling the Rights Holder to enforce its rights and seek material damages.

5. Duration of Agreement *

The present Agreement shall be valid for an indefinite period upon legitimate purchase of rights to use the PACKAGE or its components unless otherwise stipulated in printed License Agreements or License Contracts signed with the Rights Holder or its authorized representatives.

The present Agreement shall cease and the rights shall be deemed lost if you violate of any of the terms and conditions herein or those contained in the printed version of the License Agreement, or exercise the rights stated in Section 7 herein. In particular, your obligations shall include returning the original and all copies of the PACKAGE or its components to the Rights Holder either directly or via its authorized representative, delete the PACKAGE or its components from the computer memory, and completely uninstall the PACKAGE from the computer.

6. Warranty Statement *

6.1. The Rights Holder hereby warrants and guarantees the integrity of data written to the tangible media, functional operability of the equipment and software constituting the distribution kit of the PACKAGE written to a tangible medium, compliance of PACKAGE components with the applicable specifications, and due quality of electronic or printed documentation.

The warranty shall be valid provided that the PACKAGE or its components covered by the transferred rights are used in conjunction with the hardware and operating systems intended by the developers as stated in the Operating Instructions.

Except for the above, the PACKAGE is supplied "as is". The Rights Holder does not guarantee that the PACKAGE is bug-free, nor shall it be liable for any direct or indirect damages, including loss of expected profit or confidential information resulting from the use of the PACKAGE, including those caused by any potential errors or misprints in the technical documentation provided in electronic or printed form.

6.2. The PACKAGE shall be supported free of charge for 1 (one) calendar year from the day of lawful transfer of rights to the PACKAGE. The free support shall include:

• Receipt, processing and analysis of any comments and suggestions regarding the PACKAGE operation;

• Elimination of any errors and faults preventing use of the intended functionality of the PACKAGE ("Blocking Error");

• Basic technical support provided via e-mail and the dedicated web server.

Advanced technical support and PACKAGE maintenance are provided pursuant to separate agreements.

The Rights Holder shall provide upon your request a detailed information regarding modifications of the acquired copies of PACKAGE, and availability of new versions and components.

6.3. The Rights Holder is relieved from liability for PACKAGE operation in case of damage to the user's media, malicious effects of computer viruses, power failures, equipment malfunctions, intentional damage or violation of operating instructions (security breach attempts etc.).

6.4. The Rights Holder shall not be liable for any malfunctions of the PACKAGE caused by using a counterfeit system, network or application software (operating systems, office applications, utilities etc.).

6.5. The aforesaid warranty shall only apply to the users who have filled out and submitted the registration cards supplied with the PACKAGE to the Rights Holder in due time.

7. Liability of the Parties *

The Parties shall be liable for any violations of the present Agreement pursuant to current laws of the Russian Federation.

The Rights Holder shall waive any warranty not expressly contained herein.

The Rights Holder shall by no means be liable for any and all damage related to the exercise or inability to exercise the rights to the PACKAGE. In any case, the amount of compensation due under the present Agreement shall not exceed the amount actually paid by the user on purchasing the rights to the PACKAGE.

* The entirety of rights to the PACKAGE, the applicable territory, PACKAGE use limitations, Rights Holder's warranty and other terms and conditions shall be stipulated in the printed version of the License Agreement and in the License Contract to be separately signed by the End User with the Rights Holder or its authorized representative.

If you have any questions related to this Agreement, please do not hesitate to contact us at the following address:

ASCON

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Tel./Fax.: +7 (812) 703-39-34.

E-mail: contact@ascon.net

Web: http://www.ascon.net

Online Technical Support: http://ascon.net/support/

Technical Support E-mail: support@ascon.net