

License Agreement on the Use of GroupScript

This license agreement (hereinafter referred to as the "**Agreement**") constitutes a contract between Netsolve Holding Ltd, which is the owner of exclusive rights to the GroupScript Software (hereinafter referred to as the "**Copyright Owner**"), and you (hereinafter referred to as the "**User**").

This Agreement contains definitions and conditions under which the User can use Groupscript software.

Terms and Definitions

All terms given in this section of the Agreement shall have the following meaning for this Agreement only, and shall not be construed to suggest otherwise when used in respect of the conditions set forth in this Agreement.

Program means the GroupScript software and all related printed materials, help and online documentation as well as all copies and all derivative works related to this software, including but not limited to, all updates and modifications created by the Copyright Owner.

Program-based Derivative means any program, work or information created by the User or a third party using the Program or any of its parts.

Domain Name means a unique alphanumeric name intended to identify a resource on the Internet.

Website means a collection of related web pages or other digital assets available on the Internet through a common Domain Name.

License means the right provided by the Copyright Owner allowing the User to use one copy of the Program.

License Domain Name means the Domain Name for which the User obtains the License to use the Program.

Official Website of the Copyright Owner means the website of the Copyright Owner available on the Internet at <http://groupscript.net>

Confidential Information means the contents of the Program (source code) as well as other information about the Program that the Copyright Owner may deem confidential.

1. General Provisions

The User shall use the Program within the bounds of this Agreement only. By using the Program, the User thus consents to the conditions set forth in this Agreement. If the User does not wish to be bound by this Agreement, he shall not install and use the Program.

The Copyright Owner notifies the User that the Program is not sold to the User, but, in accordance with this Agreement, the User gains the right to use the Program under a simple non-exclusive license for a compensation. The amount of the compensation to the Copyright Owner and the order of payment are defined on the Official Website of the Copyright Owner at <http://groupscript.net>.

Every use of the Program is subject to this Agreement. Any use of the Program or any of its parts,

which contradicts the conditions of this Agreement, is prohibited. If the law of the User's country makes a provision for a different order of using similar products, the User may still use the Program only in the way and within the bounds stipulated by this Agreement.

2. Grant of License

The Copyright Owner grants the User the right to use the Program under a simple non-exclusive license, and the User pays a compensation to the Copyright Owner in accordance with this Agreement.

The User has the right to use the Program on the territory determined in section 7 of this Agreement in the following manner:

- one-fold installation (writing to the computer memory) of a copy of the Program available through the Internet only via the License Domain Name. Before buying a License, the User must tell the Copyright Owner the License Domain Name of the Website on which the Program will be used.

3.Exclusive Right and Limitations

Exclusive right:

The Program together with its modifications, updates and Program-based Derivatives developed by the Copyright Owner, the User or a third party as well as patents, trademarks and other intellectual property related to any part of the Program, or to any modification, upgrade or Program-based Derivative are and remain the exclusive property of the Copyright Owner. This Agreement constitutes no contract on disposal of the exclusive right, and shall by no means limit the rights of the Copyright Owner.

Copyright Owner has the right to:

- use the information received from the User to improve the Program, including informing the User about the introduced improvements, updates;
- notify the User that the copy of the Program is illegal and is used without a License.

Limitations:

The User has no right to:

- make copies of the Program and let a third party copy the Program;
- deploy additional copies of the Program on the Website which Domain Name the License was obtained for;
- install and use the Program on other Domain Names, if there were no separate Licenses obtained for them;
- extract, excerpt or use any part of the Program to create any Program-based Derivatives as well as provide such possibility to a third party;
- sell, transfer, obligate, license, sublicense, rent, lease, give for temporary use, yield or convey (by selling, exchanging, giving as a gift, by law, or in any other way) the Program, any of its copies (or any of its parts), Licenses and other rights to them, partially or in full, to a third party without a prior written consent of the Copyright Owner.
- remove, hide, modify or make barely visible any copyright, trademark or other proprietary notices contained within any part of the Program without a prior written consent of the Copyright Owner;
- prevent the Copyright Owner from obtaining information about the usage of the Program.

4. Confidentiality

The Program contains valuable trade secrets and proprietary information belonging to the Copyright Owner. The User pledges not to disclose Confidential Information, protect from and prevent unauthorized disclosure of the Confidential Information, and take appropriate measures to protect Confidential Information. If the information, which is confidential according to this Agreement, becomes available to a third party without a consent of the Copyright Owner, the User agrees to indemnify the Copyright Owner for all suffered damages.

5. Warranties and Limitations

The Program is provided "AS IS" with all possible malfunction and in the state that is actual by the time the User pays the compensation to the Copyright Owner.

Under no circumstances the Copyright Owner guarantees error-free and uninterrupted performance of the Program and that the Program will meet the requirements of the User as well as the Copyright Owner disclaims any other warranties to the extent to which it is permitted by the effective law.

6. Liability

The User assumes all the risks related to the performance and the usage of the Program, including the risk of not getting the expected profit, the risk of a software failure after the Program is installed, etc.

Under no circumstances the Copyright Owner is liable to the User for any damages (including, but not limited to, any loss of profits and confidential or other information, the damages caused by an interruption of the business, loss of revenue, turnover, business reputation or data, neglected business opportunities, any indirect, incidental, special, punitive or consequential damages) related to the usage of or impossibility to use the Program.

In the event that the law of the User's country concedes no limitation of liability, or the liability of the Copyright Owner is recognized by the competent court, the Copyright Owner will be liable only for actual damage incurred from using this Program if the damage is caused by a tort of the Copyright Owner, or if the damage is caused by the reasons that the Copyright Owner knew or should have known. The maximum amount of liability of the Copyright Owner is limited to the amount of the compensation that the User paid for the License.

The limitations of liability of the Copyright Owner that are specified in this section of the Agreement apply to the Program and all associated objects.

7. Termination of License and Agreement

The Agreement is effective until terminated. The Agreement and the License are terminated immediately after the User violates any part of this Agreement without any additional notice from the Copyright Owner. And the User consents to immediately remove the Program together with all copies, modifications and upgrades, or any Program-based Derivatives.

The territory for this Agreement shall be the entire world. The User has the right to terminate the License at any time by discontinuing the Agreement and removing the Program together with all copies, modifications and upgrades, or Program-based Derivatives, along with sending an appropriate notification to the Copyright Owner not less than 3 (three) business days before the termination date. The Agreement will be deemed terminated from the date the Copyright Owner receives the notification

from the User.

In all cases, termination of the License and the Agreement deprives the User of the right to claim the return of the compensation paid to the Copyright Owner as well as any other indemnification, except for the case provided by the Copyright Owner's policy on refunding the compensation paid by the User for the License. The contents and the conditions of the compensation refund policy are available on the Official Website of the Copyright Owner at <http://groupscrip.net/refund-policy/>

8. Final Provisions

If any condition of this Agreement for any reason becomes unenforceable, or is voided or declared invalid by the competent court, then it is regarded as an omission from the text of this Agreement, which, however, shall by no means affect the legitimacy and validity of the other conditions.

The section headings in the text of the Agreement are for convenience only and have no independent legal force, and shall not be interpreted in relation to the conditions of the Agreement.

The User acknowledges that he has read this Agreement carefully and understood it completely, and agrees to accept its terms and conditions.

The Copyright Owner may unilaterally change this Agreement. The changes in the conditions of the Agreement shall come into force on the date of publishing on the Official website of the Copyright Owner, unless otherwise is specified in the publication, and become mandatory for acceptance and satisfaction by the User for further usage of the Program. The User is notified of the changes through a notice on the Official website of the Copyright Owner where the text of the changes is published as well as a respective notification is sent to the User's email address.

The User acknowledges that the Copyright Owner may suffer damage if the conditions of this Agreement are not respected, and therefore the User agrees that the Copyright Owner has the right to use any form of protecting the violated rights and legitimate interests, including the direct appeal to the appropriate court without a necessity to comply with the claim settlement procedure.

The Program is protected by the law of the international legislation on copyright and intellectual property.