

Ontos AG & Eventos ZAO
(hereinafter referred to as "Ontos")
END USER LICENSE AGREEMENT
OntoQUAD Server EDITION

BEFORE YOU INSTALL OR ACCESS OR OTHERWISE USE ANY OF THE SOFTWARE CONTAINED IN THIS PACKAGE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS DOCUMENT. BY INSTALLING OR OTHERWISE USING OR ACCESSING ANY OF THE SOFTWARE CONTAINED IN THIS PACKAGE, YOU ARE AGREEING TO AND CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, REMOVE AND DO NOT USE THE SOFTWARE.

1. GRANT. Subject to the provisions contained herein and full payment of all applicable license fees, "Ontos" hereby grants to the end user ("you") a personal, nonexclusive and nontransferable license to use the accompanying proprietary computer software product ("Software") and any documentation provided for the Software ("Documentation"), for the term and in the number of copies licensed, as follows. You may: (1) use the Software, for its intended use only, on the type and capacity of computer for which you have purchased a license, provided you install the Software on only one computer at a time; and (2) use the Documentation only in support of use of the Software authorized in paragraph (1) above; and (3) make a copy or copies of the Software, as provided in Section 5. Ontos retains ownership of the Software and Documentation, and each copy thereof, which are protected by Swiss copyright law and international treaty provisions, as set out below. This license grants you certain rights to use the Software; it is not a sale. No rights are granted to any software or documentation that you have not purchased.

2. RESTRICTED USE. Your use of the Software and Documentation is restricted so that you may not, and you may not permit or cause others to: (1) Sublicense, transfer, sell, lease, or rent the Software or the Documentation; (2) Decompile, decipher, disassemble, reverse engineer or translate the Software; (3) Modify or create a derivative work of the Software or the Documentation; or (4) Install the software on more computers than have been licensed. (5) Use the Software in a commercial or governmental environment except for evaluation or research (only applicable for research institutes and universities) purposes. Unauthorized copying of the Software or the Documentation, or failure to comply with the above restrictions, will result in the automatic termination of this license and will make other legal remedies available to Ontos.

3. TRANSFERS PROHIBITED. This Agreement is personal to you. You are prohibited from selling, loaning, renting, leasing, sublicensing, transmitting, distributing or redistributing, or otherwise transferring or assigning any part of the Software or the Documentation to any third party at any time whether by operation of law or otherwise and whether with or without consideration. Without limiting the foregoing, any transmittal or transfer of the Software or the Documentation on the Internet or by other electronic means is prohibited. ANY REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE OR THE DOCUMENTATION NOT IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS LICENSE IS PROHIBITED BY LAW AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. ANY ACTUAL OR ATTEMPTED SALE, LOAN, RENTAL, LEASE, SUBLICENSE, TRANSMISSION, DISTRIBUTION OR REDISTRIBUTION OR OTHER TRANSFER OR ASSIGNMENT OF THE SOFTWARE OR THE DOCUMENTATION IN WHOLE OR IN PART IN ANY MEDIA OR BY ANY METHOD SHALL IMMEDIATELY AND IRREVOCABLY TERMINATE THIS LICENSE AGREEMENT FOR ALL PURPOSES.

4. SOFTWARE FORMAT; UPDATES; SUPPORT. (1) Ontos shall furnish the Software to you electronically or on media in machine-readable object code format only. This license does not grant you any right to the source code of the Software or other formats of the Software and Documentation. (2) This license does not grant you any right to any technical support, enhancement or update to the Software and Documentation, For purposes hereof any upgrade or enhancement of the Software provided by Ontos shall be deemed part of the "Software". (3) Any released update or enhancement to the Software shall be used only in

conjunction with the Software as originally installed on a single computer and may not be separated for use.

5. COPIES. You may not copy or distribute the Software or the Documentation, except as follows: (1) If you have acquired a single license for use of the Software, you may make a single copy of the Software and the Documentation for backup or archival purposes. (2) If you have acquired a multi user license for use of the Software, you may make the number of copies of the Software and the Documentation for internal use equal to the number of copies for which you have paid the license fee, plus a single copy of the Software and the Documentation for backup or archival purposes. In the case of a multi user license, Ontos shall have reasonable rights of audit to ensure compliance with these terms and conditions. (3) No other copies of the Software or the Documentation shall be made by you or any other person or entity at any time. All permitted copies of the Software or the Documentation shall be subject to this Agreement and shall contain all notices of copyright, trademark or other proprietary rights and all claims of trade secret rights as contained in the original Software or Documentation provided to you. You may not remove or obscure any said copyright or trademark or proprietary rights notices of Ontos or the text of this Agreement at any time for any purpose.

6. TITLE; REMAINDER. All title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain the sole property of Ontos and/or its suppliers and no such rights are being transferred or conveyed hereunder. All rights not expressly granted herein are expressly reserved and retained by Ontos.

7. CONTENT. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software are the property of the applicable content owner and may be protected by applicable copyright or other laws. This License gives you no rights to such content.

8. LIMITED WARRANTY AND LIMITATION OF LIABILITY. (1) Ontos warrants that from the original date of your receipt of the Software, the Software, if operated as directed, will substantially achieve the functionality described in the Documentation. Ontos does not warrant, however, that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. Ontos also warrants that the media containing the Software, if provided by Ontos, will be free from defects in material and workmanship of your receipt of the Software. In the event Ontos receives written notice from you of any defects within the warranty period, Ontos in its sole discretion shall: (i) replace your defective media; (ii) advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) provide a refund of the price paid for the Software. The sole liability of Ontos for any defect or breach of warranty shall be the remedies set forth herein. (2) THESE LIMITED WARRANTIES SHALL BE APPLICABLE ONLY TO YOU PERSONALLY AND ARE NOT APPLICABLE TO ANY THIRD PERSON AND ARE NOT TRANSFERABLE OR ASSIGNABLE TO ANY EXTENT. (3) THE FOREGOING ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY ONTOS. ONTOS HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NONINFRINGEMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. APPLICABLE LAWS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. NO ONTOS EMPLOYEE, AGENT, SUPPLIER OR RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY. (4) Notwithstanding any other provision herein, the limited warranties shall immediately terminate if any modifications are made to the Software by you at any time; if the media is subjected to accident, abuse, or improper use; if the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the Documentation; or if you violate any of the terms of this Agreement.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL ONTOS OR ITS SUPPLIERS OR RESELLERS OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS THEREOF BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE ANY OF THE SOFTWARE OR DOCUMENTATION (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER PECUNIARY LOSS), EVEN IF ONTOS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN ALL EVENTS NO LIABILITY FOR DAMAGES SHALL EXCEED THE AMOUNT OF THE LICENSE FEE PAID TO ONTOS FOR THIS LICENSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

10. EXPORT CONTROLS. You shall not download, transmit or otherwise export or reexport the Software or any underlying information or technology except in full compliance with all Swiss and other applicable laws and regulations. In particular, but without limitation, none of the Software or the Documentation or underlying information or technology may be downloaded, transmitted or otherwise exported or reexported (i) into (or to a national or resident of countries where Switzerland has embargoed goods. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

11. TERMINATION. Without prejudice to its other rights hereunder, Ontos may terminate this Agreement and the License if you violate or breach any term or condition hereof. In the event of such termination, you must immediately destroy all copies of the Software and the Documentation and cease all use thereof.

12. BINDING EFFECT. Subject to the prohibitions on transfer and assignment hereof, this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective officers, directors, employees, shareholders, owners, partners, agents, representatives, parents, subsidiaries, affiliates, heirs, devisees, successors and assigns.

13. OTHER SOFTWARE. This Agreement shall not be applicable to any other software separately distributed or licensed by Ontos.

14. MISCELLANEOUS. This Agreement represents the sole and exclusive agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, communications, proposals and representations. This Agreement may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND ONTOS AGREES TO FURNISH THE SOFTWARE AND DOCUMENTATION ONLY UPON THESE TERMS AND NOT THOSE CONTAINED IN YOUR PURCHASE ORDER. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction to be invalid or unlawful or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect and shall be construed to give the fullest effect to the intent of the parties expressed herein. Headings shall not be considered in interpreting this Agreement. This Agreement will be governed by and interpreted in accordance with Swiss law, excluding its conflict of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Company will be brought within one (1) year after it arose, or be barred. Any disputes arising under this Agreement shall be submitted to the Handelsgericht Zürich. The parties expressly waive any other venue which may or might be applicable by reason of the parties' domiciles.

The manufacturer of OntoQUAD is Ontos AG, Mittelstrasse 24, 2560 Nidau, Switzerland & CJSC Eventos, 143005, Rossija, Moskovskaja oblast, Odintsovskij rajon, Odintsovo, ulitsa Vokzalnaja, 4, Moscow, Russia.

TRADEMARK NOTICE: "Ontos" and the names of Ontos & Eventos products or processes and all Ontos & Eventos logos are trademarks or registered trademarks or service marks or trade dress of Ontos AG & Eventos ZAO. If you have any questions concerning this agreement, or otherwise wish to contact Ontos AG or Eventos ZAO, email to: info@ontos.com or support@my-eventos.com.