

Bitrix24 On-Premise End User License Agreement (EULA)

END USER LICENSE AGREEMENT

Last updated: December 30, 2021

NOTICE TO USER:

ATTENTION: YOU HEREBY ACCEPT THIS AGREEMENT GOVERNING YOUR USE OF BITRIX24 ON-PREMISE (BITRIX24 SELF-HOSTED), THE "PRODUCT", PROVIDED BY THE LICENSOR (AS DEFINED BELOW).

A COPY OF THIS AGREEMENT CAN BE FOUND AT THE INSTALLATION DIRECTORY UNDER THE DOCUMENTS NAME "LICENSE.HTML" OR AT <https://www.bitrix24.com/eula/> SHOULD YOU WISH TO CONSULT IT IN THE FUTURE.

This End User License Agreement (the "Agreement") is a legal agreement between you (as explained below), as a licensee ("you"), and Bitrix24 (collectively, the "Licensor"), regarding your access to and use of the Product (as defined below) and other related services, including without limitation:

- a. all of the contents of the files, including private assembly files, with which the Agreement is provided and including all forms of code, such as Source Code and Object Code as provided by the Licensor to you (the "Software"). For the avoidance of doubt, by way of example, but not exclusion, if a specific file is provided by the Licensor in Object Code only, the Source Code for such files shall not be deemed a part of the Software. For purposes hereof "Source Code" shall mean the human-readable form of the computer programming code and related system documentation including all comments and any procedural code such as job control language. An "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering;
- b. any sample programs or samples of the code made available on the Licensor Site (as defined below) (the "Samples");
- c. all support services provided to you by the Licensor in connection with the Software (the "Support Services");
- d. all successor upgrades, modified versions, modified modules, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance releases of the Software, if any, (the "Updates"), provided that the Updates shall not include a new subsequent releases of the Product (e.g., 5.0 or 6.0) (the "New Release", "New Releases") but include any minor revisions of the Product indicated by a change in the number after the period (e.g., 6.1 or 6.2); and
- e. related user documentation and explanatory materials or files provided in written, "online" or electronic form (the "Documentation") and together with the Software, the Samples, the Updates, and the Support Services the "Product").

For the purposes of this Agreement, "Bitrix24" means an entity described in the "Contracting Party" section below.

For the purposes of the Agreement, the "Licensor Site" shall mean the Internet website maintained by or on behalf of the Licensor from which the Software is available for download pursuant to the Agreement. The Licensor Site is currently located at www.bitrix24.com, www.bitrix24.eu, www.bitrix24.de, and all other Bitrix24 domains.

You are subject to the terms and conditions of the Agreement whether you access or obtain the Product directly from the Licensor, or through any other source.

For purposes hereof, "you" means a customer installing or using the Product on his or her own behalf. If the Product is being downloaded or installed on behalf of an organization, such as an employer, "you" means the organization for which the Product is downloaded or installed, then the person accepting the Agreement represents hereby that such organization has authorized such person to accept the Agreement on the organization's behalf. For purposes hereof the term "organization", without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

By accessing, storing, loading, installing, executing, displaying, or copying the Product into the memory of a Customer Device (as defined below) or otherwise benefiting from using the functionality of the Product ("Operating" or "Operate"), you agree to be bound by the terms and conditions of the Agreement. If you do not agree to the terms and conditions of the Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not Operate or use the Product in any way.

Licensor reserves the right to unilaterally update and change the Agreement from time to time with or without prior notice. Such modifications of this Agreement shall not entitle you to any refund, credit, or other compensation from Licensor under this Agreement.

IF THE LICENSOR AND YOU HAVE AGREED ON AND PROPERLY EXECUTED A SEPARATE CONTEMPORANEOUS OR SUBSEQUENT TERMS OF USE OR EXHIBITS (THE "TERMS OF USE"), WHICH ARE SUPPLEMENTAL, DIFFERENT OR INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, SUCH TERMS OF USE SHALL CONTROL, PROVIDED THAT (i) SUCH TERMS OF USE SPECIFICALLY ACKNOWLEDGE AND REFER TO THE AGREEMENT, AND (ii) ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" AND PRESS "NEXT" BUTTON, PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THE AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE. BY CLICKING ON THE "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE AGREEMENT AND AGREE THAT THE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR CUSTOMER DEVICE.

1. Intellectual Property, Software and Confidential Information.

1.1. Ownership Rights. Bitrix Ltd. (Kaliningrad, Russia) owns all right, title, and interest in and to the Intellectual Property, including the Product and the Software and their Source Code, which is and remains to be a trade secret of Bitrix Ltd. You agree that the Product and the authorship, systems, ideas, methods of operation, documentation and other information contained related to the Product, the Software, the trademarks, including without limitation the mark BITRIX ® (USPTO Registration No. 4566348), are proprietary intellectual property of Bitrix Ltd. (the “Intellectual Property”) protected by civil and criminal law, by the law of copyright, trade secret, trademark and patent of United States, other countries and international treaties. Your possession, installation or use of the Product does not transfer to you any title to the Intellectual Property, and you will not acquire any rights to the Product except as expressly set forth in the Agreement. All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product.

1.2. Software and Adaptations.

1.2.1. You agree not to disassemble, decompile or “unlock,” decode or otherwise reverse-translate or reverse-engineer, or attempt in any manner to reconstruct or discover the Product, or any part thereof provided solely in Object Code form. However, you may change, add or delete any files of the licensed copy of the Product and you may adapt the Source Code solely for purposes of Operating a licensed copy of the Product by you and as expressly permitted pursuant to the Documentation provided that you may not, in any event, remove or alter any copyright notices or other proprietary notices on any copies of the Product, whether so modified or not, and further provided that any such change, addition, deletion or adaptation terminates any right to the Support Services.

1.2.2. Licensor may change, modify, suspend, or discontinue any aspect of Product at any time, including removing items or imposing limits on certain features or functionality on the Product as it is mentioned in the Limitations clause without notice or liability.

1.3. Confidential Information and License Key. You agree that, unless otherwise specifically provided herein or agreed by the Licensor in writing, the Product, including the specific design and structure of individual programs, and the License Key constitute confidential proprietary information of the Licensor (the “Confidential Information”). For purposes hereof, “License Key” shall mean a unique set of symbols provided to you by the Licensor confirming the purchase of the Product, which may carry the information about the license granted under the Agreement and the number of permitted users. You agree not to transfer, copy, disclose, provide or otherwise make available the Confidential Information in any form to any third party without the prior written consent of the Licensor. You agree to use best efforts to maintain the security of the Confidential Information.

2. Grant of License. Activation.

2.1. License. The Licensor grants you the following rights:

2.1.1. Trial Version. If you have received, downloaded and/or installed a trial version of the Product, you may Operate the Product only for evaluation purposes and only during the single period of thirty (30) days, unless otherwise indicated, from the date of the initial installation (the “Trial Period”). During the Trial Period you have no rights to the Support Services. However, you may copy and distribute a trial version of the Software without any modifications whatsoever to any third-party subject to the Agreement.

2.1.2. Grant of License. You are granted a non-exclusive and non-transferable license to install one (1) copy of the Product during the term of your license and a right to update the Program, subject to the payment of the applicable fees and your compliance with the terms of the Agreement.

Unless Product is upgraded to the New Release, this Agreement permits you or any of your authorized users to Operate one copy of the specified version of the Product, for internal purposes only, on one computer, workstation, or other electronic device (each a “Customer Device”) and implemented solely within one project (the “Project”) using a single copy of the database and structure included in the Product licensed hereunder.

2.1.3. Test copy. You may also make a copy of the Product solely for purposes of testing, adjusting and similar tasks, provided that such copy shall be located only on the local Customer Device or local area network without any internet or remote access of any party, and further provided that such copy is deleted upon consummation of the Project.

2.1.4. Multiple Language Product; Multiple Media Product; Multiple Copies; Bundles.

If the Product supports multiple platforms or languages, if you receive multiple copies of the Product, or if you received the Product bundled with other software, the total number of your Customer Devices on which all versions of the Product are installed may not exceed the number of licenses you have obtained from the Licensor. You may not rent, lease, sublicense, lend or transfer any versions or copies of the Product you do not use.

2.1.5. Back-up Copies.

You can make one (1) copy the Product for backup and archival purposes, provided, however, that the original and each copy is kept in your possession or control, and that your installation and use of the Product does not exceed the amount allowed in this Section 2.

2.2. Activation

In order to enable the full functionality of the Product, you have to register the Product or activate the Maintenance subscription in the manner prescribed by this Agreement (“Activation”).

The Licensor shall provide End User with an activation code made as a set of symbols (“License key”), which is a technical means of copyright protection and is intended for Activation purposes.

End User should enter the License key in the corresponding box in one of the following ways:

(a) at the relevant stage of installing the Product on the Customer Device;

(b) in the updates section of the Product;

(c) over the Internet at the special section (<https://store.bitrix24.com/profile/license-keys.php> or <https://store.bitrix24.eu/profile/license-keys.php> or <https://store.bitrix24.de/profile/license-keys.php>) of the Licensor Site.

If the Activation key for the Product is not registered during a 6-month period, it activates automatically on the End User.

3. Redistributables.

3.1. Redistributables. In addition to the license granted in Section 2, the Licensor grants you the right to use and reproduce the copyrightable elements and presentation layer framework portion of the Product (collectively “Redistributables”), provided:

3.1.1. you may use the Redistributables to create your own intranet portal components, as long as, it is NOT the basis for creating a product that provides the same, or substantially the same, functionality as the Product or any product of the Licensor; and

3.1.2. in the event you develop any modifications, enhancements, derivative works and/or extensions to the Redistributables (the “Derivative Work”), either independently or jointly with the Licensor, such Derivative Work and all rights associated therewith will be the exclusive property of the Licensor. You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such Derivative Work to any third party. You will, however, be entitled to use such Derivative Work under the terms set forth in the Agreement. You hereby assign all right, title and interest in and to such modifications, Derivative Work to the Licensor. You also agree to execute, acknowledge, and deliver to the Licensor all documents and do all things the Licensor deems necessary or desirable, at no cost but at expense of the Licensor, to enable the Licensor to obtain, secure, register or prosecute such Derivative Work anywhere in the world. You agree to secure all necessary rights and obligations from relevant employees, or third parties in order to satisfy the above obligations.

3.2. Indemnification for Redistributables. In addition to the other requirements set forth in this Section 3, you hereby agree to indemnify, hold harmless, and defend the Licensor from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys’ fees) arising from or related to any alleged or actual claim, action, proceeding or allegation that arises or results, either directly or indirectly, from the exercise of your rights relating to the Redistributables and the Derivative Work.

4. Term and Termination.

4.1. Term and Termination. The term of the Agreement shall begin when you download, access or install the Product or pay the applicable license fees (whichever is earlier) and shall continue for so long as you continue to use the Product, unless otherwise terminated by the Licensor or you or unless the Agreement is superseded by a succeeding End User License Agreement.

The license term shall begin when you Activate the Product and shall continue for so long as you continue to use the Product unless otherwise terminated by the Licensor or you. However, the term for the right to update the Program (including the Maintenance Subscription) is one (1) year from the Activation made in the manner specified in clause 2.2. of the Agreement. Upon expiration of the current Maintenance Subscription, you can purchase and make an Activation for the Maintenance Subscription for a new period.

Without prejudice to any other rights, the Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein.

4.2. No Rights Upon Termination. Upon termination of the Agreement you must immediately cease Operating the Product and all of its components and destroy, uninstall and erase all copies of the Product and all of its components, including without limitation on all systems and all types of media and in computer memory.

Termination of this Agreement shall not entitle You to any refund, credit, or other compensation from Licensor under this Agreement.

5. Support Services and Updates.

5.1. Support Services. Bitrix24 provides support to the users in accordance with the procedures set forth in <https://helpdesk.bitrix24.com/ticket.php>.

5.2. Updates. Upon Activation of the Product or the Maintenance Subscription you receive the right to download the Updates to the Product when and as the Licensor publishes them on the Site, or through other online services. The Maintenance Subscription gives you the right to receive Updates and the ability to use additional functionality of the Product.

In order to purchase the Maintenance Subscription, you shall have a valid license for the Product. You can make an Activation of the Maintenance Subscription in the manner specified in clause 2.2. of the Agreement. You may continue to use the previous version of the Product on your Customer Device after you receive the Update to assist you in the transition to the Update, provided that: (i) the Update and the previous version are installed on the same Customer Device; (ii) the previous version or copies thereof are not transferred to another party or Customer Device unless all copies of the Update are also transferred to such party or Customer Device; (iii) you acknowledge that any adaptation that you made to the Product may be lost, altered, distorted or destroyed rendering such adaptation, Product or the part thereof inoperable or non-usable; and (iv) you acknowledge that any obligation the Licensor may have to support the previous version of the Product may be ended upon availability of the New Release. Nothing in the Agreement shall be construed as to grant you any rights or licenses with regard to the New Releases. The Agreement does not obligate the Company to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of the Agreement apply to them (unless the Agreement is superseded by a succeeding agreement accompanying such Update or modified version of the Product).

5.3. Limitations. Upon expiration of the right to update the Program (including the Maintenance Subscription) the Product will remain functional with the exception of modules, tools, and services listed at [the special section of the Licensor Site](#). The Licensor reserves the right to amend the list at any time without prior notice.

6. Restrictions.

6.1. No Transfer of Rights. You may not transfer any rights pursuant to the Agreement nor rent, sublicense, lease, loan or resell the Product. You may not permit third parties to benefit from the use or functionality of the Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the application price list or purchase order for the Product. Except as otherwise provided in Section 1.2 hereof, you may not, without the Licensor's prior written consent, reverse engineer, decompile, disassemble or otherwise reduce any part of the Product to human readable form nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Notwithstanding the foregoing sentence, decompiling the Software is permitted to the extent the laws of your jurisdiction give you the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that you must first request such information from the Licensor and the Licensor may, in its discretion, either provide such information to you (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such use of the Software to ensure that the Licensor's proprietary rights in the Software are protected. You may not modify, or create derivative works based upon the Product in whole or in part.

6.2. Proprietary Notices and Copies. You may not remove any proprietary notices or labels on the Product. You may not copy the Product except as expressly permitted in Section 2 above.

6.3. Compliance with Law. You agree that in Operating the Product and in using any report or information derived as a result of Operating this Product, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, trademark, patent, copyright, export control and obscenity law and you shall not use the Product for unethical or illegal business

practices or in violation of any obligation to a third party in using, operating, accessing or running any of the Product and shall not knowingly assist any other person or entity to so violate any obligation to a third party.

6.4. Additional Protection Measures. Solely for the purpose of preventing unlicensed use of the Product, the Software may install on your Customer Device technological measures that are designed to prevent unlicensed use, and the Licensor may use this technology to confirm that you have a licensed copy of the Product. The update of these technological measures may occur through the installation of the Updates. The Updates will not install on unlicensed copies of the Product. If you are not using a licensed copy of the Product, you are not allowed to install the Updates. The Licensor will not collect any personally identifiable information from your Customer Device during this process.

7. WARRANTY DISCLAIMER.

7.1. NO WARRANTY. EXCEPT FOR ANY CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE PRODUCT OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THE AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED OR EXPECTED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. THE LICENSOR MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT WILL MEET YOUR OR YOUR CUSTOMERS' EXPECTATIONS, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE PRODUCT MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSOR TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

7.2. Customer Remedies. The Licensor and its suppliers' entire liability and your exclusive remedy for any breach of the Agreement shall be at the Licensor's option: (i) return of the purchase price paid for the license or the Maintenance Subscription, if any, or (ii) correction of the defects, "bugs" or errors within reasonable period of time, if possible.

7.3. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE PRODUCT AND THE INFORMATION CONTAINED IN OR COMPILED BY THE PRODUCT, AND THE INTERACTION (OR FAILURE

TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS OR THE LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Indemnification for Violations. Your Operating of the Product, your accessing your account with the Licensor and your entering into the Agreement constitutes your consent and agreement to defend, indemnify and hold harmless the Licensor and its affiliated companies, employees, contractors, officers and directors from any claim or demand, including reasonable attorney's fees arising out of your use of the Product in violation of the Agreement.

9. U.S. Government-Restricted Rights.

9.1. Notice to U.S. Government End Users. The Product and accompanying Documentation are deemed to be "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States and other countries.

9.2. Export Restrictions. You acknowledge and agree that the Confidential Information, Product, its use, export or transshipment may be subject to restrictions and controls imposed by various government authorities and you agree to assure that, in connection with performance of its obligations pursuant to the Agreement or arising or relating therefrom, no Software, Product, Documentation, Confidential Information or any portion thereof, and any information relating thereto or to the Agreement, is exported, transshipped or re-exported, directly or indirectly, in violation of any applicable law and ensure that neither the Software, Products nor the Documentation, underlying information or technology may be downloaded or otherwise exported or re-exported in violation of applicable embargo or export/import law, regulation or international treaty. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that the Licensor has no further responsibility for such after the initial license to you.

10. Privacy and Data Protection.

10.1. Privacy. In order to fulfill the contract, or to provide you technical and commercial assistance, Licensor may collect and retain information about you, including your name, email address and invoice billing data. You acknowledge that you have read and understood the Licensor's [privacy statement](#) which is made available to you on [Licensor Site](#). The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples may include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to certain personal information needed to perform their functions, but may not use it for other purposes.

10.2. Data Protection: This software is an "offline" and "standalone" software and excludes any personal data processing by Licensor, except when you use Bitrix24 cloud services such as CDN, webhooks, cloud backup, email marketing, Bitrix24.Docs, CRM, imbot, imopenlines, imconnector, or Feed messages. The personal data processing for the specified cloud services is subject to the applicable Data Protection Legislation (as defined in the [Data Processing Agreement](#)) (the "DPA"), on Your behalf, under Your instructions in the provision of the Service and the terms of the DPA, which are hereby incorporated by reference, and the parties agree to comply with such terms. When you choose to install and use any third-party applications available to you via Bitrix24.Market <https://www.bitrix24.eu/applications.php> Bitrix24 is not responsible for any consequent personal data processing by the third party app.

10.2. Public Announcements. The Licensor may identify you to the public as a customer of the Licensor and describe in a customer case study the services and solutions delivered by the Licensor to you. The Licensor may also issue one or more press releases, containing an announcement of the execution and delivery of the Agreement and/or the implementation of the Product by you. Nothing contained in this Section shall be construed as an obligation by you to disclose any of your proprietary or confidential information to any third party. In addition, you may opt-out from this Section by writing an opt-out request to the Licensor at Notification address in "Contracting Party" section below.

11. Miscellaneous.

11.1. Governing Law; Jurisdiction and Venue. The Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, the United States without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of the Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. The Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia, the United States shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement. You agree that the Agreement is to be performed in the Commonwealth of Virginia, the United States and that any action, dispute, controversy, or claim that may be instituted based on the Agreement, or arising out of or related to the Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in of the Commonwealth of Virginia, the United States and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; provided, however, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

11.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under the Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

11.3. Entire Agreement; Severability; No Waiver. The Agreement is the entire agreement between you and the Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of the Agreement. You acknowledge that you have read the Agreement, understand it and agree to be bound by its terms. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of the Licensor provided that no waiver of any breach of any provisions of the Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of the Agreement or any right shall not be construed as a waiver of any such provision or right.

11.4. Contact Information. Should you have any questions concerning the Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at Notification address in "Contracting Party" section below.

12. Contracting Party

Bitrix24 entity entering into this Agreement and address for user notifications depend on your country and, unless otherwise specified in your invoice, should be defined in accordance with the following:

Your Country	Entity entering into this Agreement	Notification address
Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Sweden, United Kingdom, Vatican	Bitrix24 Ltd. Poseidonos, 1 LEDRA BUSINESS CENTER Egkomi,2406, Nicosia, Cyprus	sales@bitrix24.eu privacy@bitrix24.eu
All other countries, except mentioned above and except Armenia, Azerbaijan Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russian Federation, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	Bitrix, Inc. 901 N. Pitt str, Suite 325, Alexandria, VA 22314, USA	license@bitrixsoft.com privacy@bitrix24.com