

## **Bitrix24 On-Premise End User License Agreement (EULA)**

Last updated: October 14, 2022

Effective on: October 14, 2022

### **NOTICE TO USER:**

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

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).

### **Definitions.**

"Bitrix24" means an entity described in the "Contracting Party" section below.

"You", "User" 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.

"Software" means Bitrix24 on-premise software and 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. 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.

"Product" means the Software together with the Documentation. If applicable, within certain type of license the term "Product" may include the Updates and the Support Services.

“Documentation” means related user documentation and explanatory materials or files provided in written, “online” or electronic form.

“Customer Account(s)” means an internal information resource that includes all Authorized user accounts, all uploaded data, and content, Authorized users’ personal information, and other related information, having specific domain name and a unique identification number.

“Authorized user(s)” means an active user registered within the Product and logged in at least once. Authorized users do not include users registered within the Product and having access to the Sites and the Extranet Section exclusively.

“Support Services” means all support services provided to you by the Licensor in connection with the Software.

“Updates” means all successor upgrades, modified versions, modified modules, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance releases of the Software, if any. 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).

“Activation” means registration of the Product in the manner prescribed by this Agreement.

“License key” means an activation code made as a unique set of symbols which is a technical means of copyright protection and is intended for Activation purposes. License key is provided to you by the Licensor confirming the purchase of the Product, which may carry the information about the type and edition of the license granted under the Agreement and the number of permitted Authorized users.

“Software Kernel” means a set of Software files located in the /bitrix/modules/ directory.

“Web Cluster Servers” means computers or virtual machines with different IP addresses, with corresponding separate entries in the “Licensed servers in web cluster” section of the Administration Control Panel (Settings / Web Cluster / Licensing).

“The Bitrix Cloud module” means a Software component that provides the Product with information and technological interaction with the electronic computing facilities of third parties for purposes of User’s data backup at the

corresponding software and hardware servers. This module is not included in the Trial Version.

“Site” means one or more logically connected public web pages created using the Software technical capabilities, having and using same Software Kernel and database as a Customer Account.

“Bitrix24 Website Builder” means Software component designed to create Sites and manage them through a visual editor.

“Extranet Section” means an additional Customer Account created solely using the Extranet module, having a shared domain name, Software Kernel, and database with the main Customer Account.

"Licensor Site" means 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](http://www.bitrix24.com) , [www.bitrix24.eu](http://www.bitrix24.eu), [www.bitrix24.de](http://www.bitrix24.de), and all other Bitrix24 domains.

“Customer Device” means whether computer, or workstation, or another electronic device owned or otherwise controlled by User.

“ECM” means an electronic computing machine.

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.

By accessing, storing, loading, installing, executing, displaying, or copying the Product into the memory of a Customer Device (as defined above) 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.

**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. Bitrix24 and/or its licensors own 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 Bitrix24 and/or its licensors. 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 are proprietary intellectual property of Bitrix24 and/or its licensors (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 the Product at any time, including removing items or imposing limits on certain features or functionality on the Product 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"). 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. Types of licenses. Activation.**

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

### 2.1.1. Grant of License.

(1) You are granted a non-exclusive and non-transferable license to download, install, and use one (1) copy of the Product on conditions specified for your license type in clause 2.2. of the Agreement subject to the payment of the applicable fees, if any, and your compliance with the terms (including limits and restrictions) provided in this Agreement.

(2) This Agreement permits you or any of your Authorized users to Operate one (1) copy of the Product of specific license type, for internal purposes only, on one Customer Device and implemented solely within one Customer Account using a single copy of the database and structure included in the Product licensed hereunder.

(3) The Product components cannot be separated and/or used on different computers (ECM) and/or virtual machines.

(4) Number of the Authorized users shall not exceed specified in the Product name in purchase documents for your Product.

(5) If you exceed the number of Authorized users, Licensor has the right to restrict access to your Customer Account to Authorized users, as well as the functionality of the Product provided for by the Subscription License, during the entire period of the specified excess.

2.1.2. The User is granted the right to create an unlimited number of Sites on one copy of the Product, as well as to create one Extranet Section (with exception of CRM edition).

2.1.3. Special usage conditions for the Product components.

#### 2.1.3.1. Bitrix24 Website Builder.

The User (except for "CRM" edition) has the right to use the Bitrix24 Website Builder without restrictions and in accordance with the functionality declared in the technical documentation.

#### 2.1.3.2. The Bitrix Cloud module.

Inclusion of the Bitrix Cloud module into the Product and its use are performed in a test (experimental) mode and without charging an additional license fee. At the same time Licensor reserves the right to change the mode of use of the specified module at its own discretion without explanation or special notifications.

#### 2.1.4. Renewals and Upgrades.

Licensor may provide an opportunity for a User to make a renewal from one type of license to another type of license as well as to make an upgrade from one specific edition to another one under the terms and within the limitations specified in the Transition rules available at [https://www.bitrix24.com/eula/transition\\_rules.php](https://www.bitrix24.com/eula/transition_rules.php).

2.1.5. 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 that access to it is provided to not more than five (5) Authorized users. Such copy shall be deleted upon consummation of the above-mentioned works.

2.1.6. All provisions of the Agreement apply both to the use of the entire Product and to its separate software components.

#### 2.1.7. Updates.

(1) Upon Activation of the Product you receive the right to download the Updates to the Product when and as the Licensor publishes them on the Licensor Site, or through other online services.

(2) 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.

(3) The Agreement does not obligate the Licensor to provide any Updates.

(4) 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) If you already have a purchased Maintenance Subscription, the terms of this clause apply to it.

#### 2.1.8. New Releases.

(1) You acknowledge and agree that any obligation the Licensor may have to support the previous version of the Product may be ended upon availability of the New Release.

(2) Nothing in the Agreement shall be construed as to grant you any rights or licenses with regard to the New Releases.

## 2.2. License types and terms.

### **2.2.1. Subscription License.**

(1) Subscription License means a license provided for use of the Product during a limited time period which is specified in the Product name in purchase documents for your Product.

(2) Subscription License grants the right to use the Product, to download the Updates to the Product (as set forth in Updates section of the Agreement), and to receive information about new Product versions.

Licensor performs the Updates related to bug fixes if and when necessary. Provision and/or release of new versions of the Product (including related to changes in the functionality of the Product) is made at the sole discretion of the Licensor.

(3) The rights to all new versions and the Updates are granted to User within and during the Subscription License term under the terms of the Agreement, unless when updating the Product the User is proposed to accept additions to this Agreement, or a separate license agreement. The parties understand and agree that installation of new versions and/or the Updates does not grant any new rights to use the Product or prolongation of the effective License term.

(4) The Subscription License term starts from the date of Activation, unless otherwise specified in the Agreement.

(5) Upon expiration of the Subscription License, the Agreement shall be deemed terminated.

(6) Technical means aimed to stop the Operating of the Product and disable the Sites come into effect fifteen (15) days after the expiration of the Subscription License term.

(7) For legitimate Product usage after the expiration of the Subscription License term the User shall purchase a new license for a new subscription period in advance. The term of the new Subscription License starts from the later of the following dates: the Activation date or the expiration date of the effective Subscription License term.

### **2.2.2. Special use conditions for Enterprise License edition.**

(1) Limitation on the number of Authorized users does not apply to the Users of the Enterprise License edition in case of extension of this type of License under the terms and conditions as set forth in the clause 2.3.2.1. of the Agreement.

(2) Limitation on the number of Customer Accounts stipulated in the clause 2.1.1.(2) of the Agreement does not apply to Enterprise License edition Users, who are allowed to create an unlimited number of additional Customer Accounts based on one copy of the Product, which uses a common Software Kernel and database as the main Customer Account.

(3) Limitation on separation of the Product components stipulated in the clause 2.1.1.(3) does not apply to Enterprise License edition Users, who are allowed to distribute the Product components to an unlimited number of Web Cluster

Servers to ensure operability and functioning of all the collectively created Customer Accounts under the Enterprise License edition.

(4) The Product may be installed and used on additional computers (ECM) for purposes of testing, adjusting and/or data upload to the Customer Accounts under condition that there is no "external" access to it (including from the Internet or from outside the User's local network).

### **2.2.3. Standard License.**

(1) Standard License grants the right to use the Product and to download the Updates to the Product (as set forth in Updates section of the Agreement) during a period of one year from the Activation date, unless otherwise stipulated in purchase documents for your Product. Upon expiration of the specified term or the term of your Maintenance subscription you may continue using the Product under the Limited License, or you may purchase a Subscription License for a new term and continue using the Product under the Subscription License, unless otherwise specified in the *purchase documents*.

(2) When using the Product under the Standard License, the terms of the Agreement apply to the User, except for the terms and conditions contained in clauses 2.2.1.(1), 2.2.1. (4), 2.2.1.(5), 2.2.1.(6), and 2.2.1.(7).

(3) Upon expiration of the Standard License, the User has no right to use the Bitrix24 Website Builder to publish Sites until Activation of the new license.

### **2.2.4. Limited License.**

(1) The Limited License is provided to the User without additional fee (without charge) for the duration of the exclusive rights for the Product only in case and from the date of provision of the Standard License to the User.

(2) Upon transition from the Standard License type to the Limited License type 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.

(3) Licensor is not responsible for any loss of data stored by you on your Customer Account while using the Limited License regardless of the date of the data upload, unless you purchase a commercial license.

(4) Notwithstanding anything contained in this section, the Product you use under the Limited License is offered as-is, without any warranty, covenant, support, or liability whatsoever, to the extent permitted by law.

### **2.2.5. NFR-License**

Licensor may grant the User the right to use the Product under NFR-License on conditions of the Agreement upon explicit Licensor's consent solely for the use, development, testing and/or data upload to the Customer Account in order to use such Customer Account under NFR-License exclusively by the User without the right to sell and/or other transfer or assignment to any third parties.



### **2.2.6. Trial Version.**

(1) If you have received, downloaded and/or installed a trial version of the Product, you may Operate the Product free of charge 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 and/or the Updates.

(2) Installing the Trial Version means that the User accepts all the terms of the Agreement.

(3) Licensor is not responsible for any loss of data uploaded during the Trial Period unless upon expiration of the Trial Period you do not purchase a commercial license.

(4) Notwithstanding anything contained in this section, Product is offered as-is during the Trial Period, without any warranty, covenant, support or liability whatsoever, to the extent permitted by law.

### **2.3. License Extensions.**

2.3.1. General conditions of the License Extension provision.

At the time of license purchase and during license term, you may purchase License Extensions, which are automatically activated on the date of payment, or simultaneously with license Activation, if purchased at the same time as the corresponding license. These terms for the purchase and Activation of License Extensions do not apply to the Limited License.

2.3.2. Types of License Extensions.

2.3.2.1. Extensions for Enterprise License edition.

(1) User Pack.

User Pack extension allows a User to use one copy of the Enterprise License edition Product along with the purchased number of additional Authorized Users only until license expiration date. Further use of the Enterprise License edition Product is possible only if you purchase the Enterprise License edition together with the User Pack extension for the corresponding number of Authorized users.

2.4. 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.

2.5. 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.

## 2.6. Activation.

For Activation purposes the 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 License key for the Product is not registered during:

- (1) a 6-month period for the Standard License,
  - (2) a 7-day period for the Subscription License,
- it activates automatically on the User on the day, following the day of expiration of the abovementioned periods.

## 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. Changes to the Agreement.**

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.

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 (including Back-up Copies, Trial Versions, and Products under NFR-License) 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.

#### **4.3. Changes to the Agreement.**

4.3.1. Licensor reserves the right to unilaterally update and change the Agreement from time to time with or without prior notice by posting the amended text on the Internet on the Licensor Site at

<https://www.bitrix24.com/eula/> and in a new version or update of the Product, which is acknowledged by the User as proper notification.

4.3.2. You are responsible for reading and complying with any amended version of this Agreement that is posted at Licensor Site as provided above.

Such amendments of this Agreement shall not entitle you to any refund, credit, or other compensation from Licensor under this Agreement.

4.3.3. Relevant version of this Agreement can be found in the "Copyright owners" section at the footer of the control panel or on the Licensor Site at <https://www.bitrix24.com/eula/>. Version posted on the Licensor Site shall prevail in the case of conflict with the version from control panel.

#### **5. Support Services.**

5.1. Support Services. Licensor provides Support Services to the Users in accordance with the procedures set forth in

<https://helpdesk.bitrix24.com/ticket.php> and in accordance with SLA.

5.2. Licensor has the right to suspend or stop the provision of Support Services for the specific Customer Account in case of violation by the User or the Authorized user of the terms of the SLA.

## **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.

6.2. 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, as well as performing actions aimed at limitation or elimination of digital rights management protection (including but not limited to the obfuscation) and spreading of methods of elimination of such of technical means of protection, 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.

6.3. 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.

6.4. 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.

6.5. 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. LIABILITY.**

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. LIABILITY.**

7.2.1. 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.

7.2.2. In cases the User violates the Agreement or at the Licensor discretion User's actions while using the Product may cause reputational and/or property damages to Licensor and/or its licensors, Licensor has the right to unilaterally and without any notice take measures aimed at detecting and restraining the violation, including (separately or cumulatively):

- (1) to block the License key;
- (2) to limit or terminate Support Services and the right to download the Updates to the Product;
- (3) to terminate the Agreement.

In such case, the User must stop using the Product completely and destroy all its copies installed on the User's computers, including but not limited to Back-up Copies and all components of the Product.

7.2.3. 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.

**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. Export Restrictions.**

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 Control and Compliance with Laws.

9.2.1. You acknowledge and agree that the Confidential Information, Product, its use, export or transshipment is subject to the United States and European Union export controls and economic sanctions laws and regulations, including but not limited to, the United States Export Administration Regulations ("EAR"), regulations promulgated by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and regulations promulgated by the Council of the European Union ("EU"). You acknowledge and agree that, in connection with performance of your obligations pursuant to the Agreement or arising or relating therefrom, Software, Product, Documentation, information or technology, Confidential Information relating thereto or any portion thereof may not be exported or re-exported (i) into (or to a national or resident of) U.S.-embargoed country or region (currently: Crimea Region of Ukraine and Covered Regions of Ukraine - Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), Cuba, Iran, North Korea, and Syria) or any other embargoed and restricted countries or territories; or (ii) to any blocked or denied person, or prohibited end-user under OFAC's list of Specially Designated Nationals, EAR's lists or the EU regulations. By using the Software, the Product, and Documentation, you represent and warrant that you are not located in, under the control of, or a national or resident of any such embargoed or restricted country or territory or not named on any such list.

You agree to notify Bitrix24 immediately, in case you become subject to any export control and sanctions regulations.

9.2.2. You acknowledge that it is your sole responsibility to comply with applicable export controls and sanctions laws and regulations, and all other laws, rules, and regulations applicable to the parties under this Agreement. Licensor reserves the right to take measures as set forth in clause 7.2.2. hereof at any time without notification in accordance with such laws and regulations.

## **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, including but not limited to CDN, webhooks, cloud backup, email marketing, Bitrix24.Docs, CRM, imbot, imopenlines, imconnector, or Feed messages and any new cloud services not involving in processing of any new categories of personal data. 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> Licensor is not responsible for any consequent personal data processing by the third party app.

**11. 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.



## **12. Miscellaneous.**

12.1. 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.

12.2. 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.

12.3. 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.

### 13. Contact information. Contracting Party.

13.1. Bitrix24 may send you legally significant notifications (including connected with these Agreement) through: (1) a prominent notification inside the Product; (2) by email communication. A User must keep their e-mail accurate and up to date. Bitrix24 is not liable for User's inability to receive any significant notifications.

13.2. Bitrix24 entity entering into this Agreement and address for User notifications depend on your country and, unless otherwise specified in user's 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, Ukraine, United Kingdom, Vatican	Bitrix24 Ltd. Poseidonos, 1 LEDRA BUSINESS CENTER Egkomi, 2406, Nicosia, Cyprus	<a href="mailto:sales@bitrix24.eu">sales@bitrix24.eu</a> <a href="mailto:privacy@bitrix24.eu">privacy@bitrix24.eu</a>
All other countries, except mentioned above and except Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russian Federation, Tajikistan, Turkmenistan, Uzbekistan	Bitrix, Inc. 901 N. Pitt str, Suite 325, Alexandria, VA 22314, USA	<a href="mailto:license@bitrixsoft.com">license@bitrixsoft.com</a> <a href="mailto:privacy@bitrix24.com">privacy@bitrix24.com</a>