RosComputing

TERMS OF USE FOR ACTIVITY MANAGEMENT SYSTEM ON DEMAND

THESE TERMS OF USE ("TERMS") FOR ACTIVITY MANAGEMENT SYSTEM ("AMS") ON DEMAND ("SERVICE") WILL CONSTITUTE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND/OR YOUR ORGANIZATION ("CUSTOMER"), AND ROSCOMPUTING LTD ("ROSCOMPUTING"). THIS AGREEMENT ALSO GOVERNS SERVICE FREE TRIAL.

YOU MUST BE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT IN ORDER TO ACCEPT THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE ANY OF OUR SERVICES. YOU CAN ACCEPT THE TERMS BY CHECKING A CHECKBOX OR CLICKING ON A BUTTON INDICATING YOUR ACCEPTANCE OF THE TERMS OR BY ACTUALLY USING THE SERVICE.

1. SUBJECT

Subject to the terms and conditions of the Agreement, RosComputing grants to Customer, during the term and on the basis of this Agreement, a limited non-exclusive, non-transferable and terminable right to use the Service.

2. TERMS OF USE

2.1. Provision of purchased Service

RosComputing makes purchased Service available to the Customer pursuant to this Agreement during a subscription term. Service provided "as-is" with functionality described in User guide.

2.2. Free trial

RosComputing may provide Service on trial basis free of charge until the end of the free trial period. Any data that Customer enter into the Service, and any customizations made to the Service by or for Customer, during free trial will be permanently lost unless Customer purchase a subscription. Notwithstanding section 6 (warranties and disclaimers), during the free trial the Service is provided "as-is" without any warranty.

2.3. User subscriptions.

Service is purchased as user subscriptions and may be accessed by no more than the number of users specified in purchased subscription.

2.4. RosComputing responsibilities

RosComputing provides support for the purchased Service to Customer at no additional charge during subscription term; use commercially reasonable efforts to make the purchased Service available 24 hours a day, 5 days a week, except for: planned downtime (of which Customer will be notice via the email at least 8 hours prior), or any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving RosComputing's employees), Internet service provider failures or delays, or denial of service attacks.

2.5. Customer responsibilities

a) Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation.

b) Customer shall ensure that any use of the Service by Users is in accordance with the terms and conditions of this Agreement, be responsible for the accuracy, quality and legality of data submitted to the Service and of the means by which this data was acquired, use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify RosComputing promptly of any such unauthorized access or use, and use the Service only in accordance with the User Guide and applicable laws and government regulations.

c) Customer shall not make the Service available to anyone other than Users, not sell, not resell, not rent or lease the Service, not use the Service to store or transmit

infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, not use the Service to store or transmit malicious code, not interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or attempt to gain unauthorized access to the Service or their related systems or networks.

2.6. Accuracy of Customer's Contact Information

Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, phone number, and working hours in Customer's time zone and maintain and promptly update this information if it should change. In addition Customer shall provide name, email address and phone number of person who will be authorized to receive notices from RosComputing.

2.7. Transmission of Data.

RosComputing is not responsible for any electronic communications and/or Customer data which are delayed, lost, altered or intercepted during the transmission of any data whatsoever across networks not owned and/or operated by RosComputing, including, but not limited to, the Internet.

2.8. Modification to or Discontinuation of the Service

RosComputing reserves the right at any time to modify, temporarily or permanently, the Service (or any part thereof). In the event that RosComputing modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, RosComputing, at Customer's written request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that RosComputing is unable to substantially restore such functionality (unless enjoined from doing so by a court of competent jurisdiction or if restoring such functionality would cause RosComputing to infringe upon the intellectual property rights of a third party and etc.), Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for the terminated portion of the Term. Customer agrees that RosComputing shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

3. FEES AND PAYMENT

3.1. Fees

Customer shall pay all fees specified in appropriate Service subscription plan for entire period of subscription. Except as otherwise specified herein, payment obligations are no cancelable and fees paid are non-refundable, and the number of User subscriptions purchased cannot be decreased during the subscription term. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. RosComputing currently limits the amount of database storage as set forth in the relevant subscription plan. Customer that exceed that amount will be billed an over limit fee. RosComputing reserves the right to change the subscription fee and extra storage capacity fee. Information about actual Service fees is available at RosComputing's website.

3.2. Payment

Customer chooses the method of payment and provides RosComputing with valid and updated billing information. If Customer provides RosComputing with billing information Customer authorize RosComputing to charge Customer with appropriate payment method. Such charges shall be made in advance, either annually or in accordance with any different billing frequency.

3.3. Suspension of Service and Acceleration

If payment for Service under this Agreement is 7 or more days overdue, RosComputing may suspend Service to Customer until such amounts are paid in full. RosComputing shall not be liable to Customer or other third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this Section. RosComputing reserves the right to terminate suspended and unpaid Customer accounts for a continuous period of 30 days. In the event of such termination, all data associated with such Customer account will be deleted. In any cases Customer shall pay all unpaid fees for Service.

3.4. Taxes

Unless otherwise stated, RosComputing fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer purchases hereunder. For clarity, RosComputing is solely responsible for taxes assessable against it based on its income, property and employees.

4. PROPRIETARY RIGHTS

4.1. Reservation of rights in Service

Subject to the limited rights expressly granted hereunder, RosComputing reserve all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Restrictions

a) Customer shall not permit any third party to access the Service, create derivate works based on the Service except as authorized herein, copy, reproduce, republish, display, post, reverse engineer the Service, transmitted in any form or by any means, or access the Service in order to build a competitive product or service, or copy any features, functions or graphics of the Service.

b) Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any unauthorized user, including but not limited to, by "mirroring" or "framing" any part of the Service, or by creating Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies.

4.3. Customer Data

RosComputing respect Customer's right to ownership of content created or stored by it. Customer own the content created or stored by it. Unless specifically permitted by Customer, Customer's use of the Service does not grant RosComputing or any of its partners the license to use, reproduce, adapt, modify, publish or distribute the content created by Customer or stored in Customer's account for RosComputing 's commercial, marketing or any similar purpose. Roscomputing reserves the right to collect information on how the Customer use the Service for purposes of Service performance analysis and monitoring, this information is impersonal and does not contain information that can uniquely identify Customer.

5. CONFIDENTIALITY

Customer and RosComputing ("Parties") shall not disclose any confidential information disclosed to one party by the other party or by a third-party whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited terms and conditions of this Agreement and all Order forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes ("Confidential information"), except the information that becomes

generally known to the public. Each Party shall not to use any Confidential information of the disclosed by other party for any purpose outside the scope of this Agreement, and except as otherwise authorized by that Party in writing, to limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Party that disclose such Confidential Information. This Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

6. DISCLAIMER OF WARRANTIES

6.1. Warranty

RosComputing warrant that have validly entered into this Agreement and have the legal power to do so, the Service shall perform materially in accordance with the User guide, the functionality of the Service will not be materially decreased during a subscription term, except as defined in section 2.8.

6.2. Disclaimer

Except any warranties provided to customer are expressly provided in the Agreement. Except for the foregoing, RosComputing does not grant any warranties or conditions, express or implied, by statute or otherwise, regarding the service or any other support or services related thereto. Without limiting the generality of the foregoing, to the maximum extent permitted by applicable law, RosComputing specifically disclaim any implied warranties of non-infringement, merchantability, title, accuracy of data, non-interference, and fitness for a particular purpose. RosComputing does not represent that Customer's use of the Service will be secure, timely, uninterrupted or error-free or that the service will meet customer's requirements or that all errors in the service and/or documentation will be corrected. Customer assumes all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for Customer's purposes.

7. LIMITATION OF LIABILITY

RosComputing shall not be liable for any indirect, exemplary, special, consequential or incidental damages of any kind (including without limitation lost profits, business interruption, lost business information or costs of procurement of substitute goods or services), even if RosComputing knew or should have known of the possibility of such damages and regardless of the form of action or theory of liability.

8. TERM AND TERMINATION

8.1. Term of Agreement.

This Agreement commences on the date when Customer accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If Customer select to use the Service for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

8.2. Term of purchased User subscriptions.

User subscriptions purchased by Customer commence on the date when Service become available to Customer and continue for the subscription term which Customer paid for. All User subscriptions shall renew for additional periods equal to the expiring subscription term (one month or one year whichever is shorter), unless Customer informs RosComputing about non-renewal at least 7 days before the end of the relevant subscription term.

8.3. Termination for Cause

RosComputing reserves the right to terminate this Agreement and discontinue of the Service at any time upon 60 days notice to the Customer. If Customer has

materially breached this Agreement RosComputing reserves the right to terminate this Agreement and discontinue of the Service at any time with notice of such breach.

8.4. Surviving Provisions.

Section 3 (Fees and Payment for Purchased Service), 4 (Proprietary Rights), 5 (Confidentiality), 6.2(Disclaimer), 7(Limitation of Liability) and 9 (General Provisions) shall survive any termination or expiration of this Agreement.

9. GENERAL PROVISIONS

9.1. Export Compliance

The right to use granted to Customer and Customer's use of the Service is subject to all applicable export or import laws, regulations, orders, or other restrictions. Notwithstanding anything contained in these Terms or the Agreement to the contrary, Customer shall not export or import, directly or indirectly, any software or technical information to or from any country to which such export or import is restricted or prohibited or as to which such government or any agency thereof requires a license or other governmental approval at the time of export or import without first obtaining such license or approval. Furthermore, Customer shall cooperate as requested by RosComputing to insure compliance with any such export or import restrictions. Customer will hold harmless and defend, at RosComputing's option, RosComputing from any third party claim arising from Customer's failure to comply with this section.

9.2. Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

9.3. Entire Agreement

This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit, addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

9.4. Modification to the Terms of use

RosComputing may modify the Terms upon notice to Customer at any time. Customer will be provided notice of any such modification by electronic mail or by publishing the changes on the RosComputing's website. RosComputing may terminate its use of the Service if the Terms are modified in a manner that substantially affects Customer's rights in connection with use of the Service. Customer's continued use of the Service after notice of any change to the Terms will be deemed to be Customer's agreement to the amended Terms.

9.5. Governing Law

These Terms of use and Customer's use of the Service shall be governed by the laws of the Russian Federation without regard to principles of conflict of laws.

10. END OF TERMS OF SERVICE

If you have any questions or concerns regarding this agreement, please contact us at legal@roscomputing.com