

End-user license agreement

This agreement about using the software (hereinafter "Agreement") made between NoStress Commerce s.r.o., Weilova 1450/2e, 102 00 Praha, IČ: 28977475, DIČ: CZ28977475 (hereinafter "Provider") and you, individual or corporation (hereinafter "End-user") allows you to use the software defined in article 1 of this Agreement. Software according the article 1 can be sent by an email, downloaded from the internet network, downloaded from Webpage of Provider (www.nostresscommerce.cz or www.nostresscommerce.com, hereinafter "Webpage") or obtained from other sources in the case and circumstances of fulfilling below.

THIS IS NOT A CONTRACT OF PURCHASE BUT AGREEMENT ABOUT THE RIGHTS OF AN END-USER. You are not buying the software; you are getting for the right to use it. Provider remains the owner of the copy of Software provided as well as all the copies of Software which are made by End-user in compliance with this Agreement.

WARNING: Before downloading, installation, copying or using the Software, read carefully the terms and conditions of the use of Software below. BY INSTALLATION, DOWNLOADING, COPYING OR USING THE SOFTWARE YOU ARE EXPRESSING THE AGREEMENT WITH THESE TERMS AND CONDITIONS. If you disagree with any of the statements of this Agreement interrupt the use, installation, copying or downloading the software.

YOU AGREE THAT: IF YOU ARE USING THE SOFTWARE IT MEANS THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT AND YOU AGREE TO BE BOUND TO ITS REGULATIONS.

TERMS AND CONDITIONS

1. Software. Software mentioned in this Agreement means the collection of program source files (hereinafter "Module") that extend or modify the functionality of open-source e-commerce platform Magento.

2. Software purpose. Software serves as the Module for open-source e-commerce platform Magento. The functionality of Software is defined in a separated file (hereinafter "Technical documentation") available on www.docs.nostresscommerce.cz.

3. Installation. Software delivered on CD- ROM or DVD-ROM medium, sent by email, downloaded from the internet network, downloaded from the technical sources of the Provider or obtained from another sources, demands the installation. You have to install the Software onto the well configured web server fulfilling at least the demands introduced in Technical documentation. On the web-server there must

not be installed neither program nor technical equipment which might influence the functionality of Software unfavourably.

4. LICENSE. IF YOU FULLY AGREED WITH THIS AGREEMENT, THE PROVIDER WILL GIVE TO YOU, FOR PECUNIARY INTEREST ACCORDING TO PRICELIST ON PROVIDER'S WEBPAGE, INEXCLUSIVE AND UNTRANSFERABLE RIGHT TO INSTALL THE SOFTWARE TO SUCH A NUMBER OF INSTALLATIONS OF OPEN-SOURCE PLATFORM MAGENTO, THAT IS EQUAL TO THE NUMBER OF PURCHASED LICENSES. END-USER HAS A RIGHT TO USE SOFTWARE IN SUCH A MAJOR OR MINOR VERSION (*) OF MAGENTO THAT HAS BEEN AGREED ON AT THE TIME OF DEFINITE ORDER ON THE PROVIDER'S WEBPAGE. END-USER HAS A RIGHT TO OBTAIN FREE UPDATE OF SOFTWARE WITHIN THE GUARANTEE PERIOD WHICH HE/SHE NEGOTIATED DURING DEFINITE ORDER OF SOFTWARE ON PROVIDER'S WEBPAGE.

(*) <http://www.magentocommerce.com/blog/new-community-edition-release-process/>

5. Limited rights of an End-user. End-user is not allowed to copy or distribute the Software, divide its parts or to make any derived Software versions. End-user:

a) is not allowed to use, change, translate, reproduce or transfer the rights to the use of the Software or to copy the Software in the way different from the exact wording of this contract.

b) is not allowed to sell, sub-license, rent the Software to the other person or hire it from anybody or to lend it to somebody.

c) is not allowed to derive other products based on Software and sell them thereafter as neither own nor any other product.

d) agrees to use the Software only in the way corresponding to all the legal enactments in the law system of a place where the software is used, mainly with those corresponding to valid restrictions resulting from copyright and other intangible rights.

End-user is allowed to make one unique copy of Software onto a medium made for saving data as backup files in the case this copy will not be used or installed to another computer. Creating any other copy means breaking this Agreement.

End-user can modify the software only for his own needs.

6. Copyright. Software and all the rights, mainly law of ownership and law of intellectual property are owned by Provider and/or its license providers. These are protected by declared international agreements and by all the applicable legislative acts in the region of use of the Software. The structure, organisation and code of Software are business confidentiality and secret information owned by Provider and/or its providers; they can be under patent protection, law of ownership and declared international agreements. Be aware of that you as an End-user declare absolutely no right to intellectual property contained in the Software. All the rights of intellectual property included in the Software are exclusively owned by Provider and/or its license providers. As an End-user you do not have any other rights to the

Software than declared in this Agreement. You are not allowed to copy the Software, except the paragraph 5 of this Agreement. Any copy made by you must include the same copyright warnings as in this Agreement.

7. Exclusive right. All the rights to the Software, except for the rights being given explicitly in this Agreement to you as an End-user, is the Provider excluding for himself.

8. The beginning and duration of the Agreement. This Agreement is valid and effective since the first day you received the Software. The Agreement can be cancelled whenever in the way you destroy or delete Software, all the backup files and all the related materials you received from Provider. Your End-user rights are quit immediately and without any warning by the Provider in the case you break any of the statements given in this Agreement. In that case, you have to destroy or delete Software, all the backup files and all the related materials you received from Provider. Regardless of how this Agreement expired, statements declared in paragraphs 6, 7, 9, 11, 12, 14, 15, 16 and 17 remain valid time-unlimitedly.

9. End-user's declaration. AS END-USER YOU ADMIT THAT SOFTWARE CAN CONTAIN BUGS AND ERRORS, AND SO THAT IS WHY IT IS PROVIDED "AS IS" WITHOUT EXPLICIT OR IMPLIED WARRANTY OF ANY TYPE AND IN MAXIMAL EXTENT GIVEN BY APLICABLE LAW. NEITHER PROVIDER NOR HIS LICENSE PROVIDERS NOR COPYRIGHTS OWNERS PROVIDE ANY EXPLICIT OR IMPLIED STATEMENTS OR GUARANTEE, ABOVE ALL PROVIDER DOES NOT GUARANTEE PURCHASEBILITY OR SUITABILITY FOR CERTAIN PURPOSE, PROVIDER DOES NOT ASSURE THAT THE SOFTWARE DOES NOT BREAK ANY PATENTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER RIGHTS OF THIRD PARTIES. THERE IS NO WARRANTY AT THE HANDS OF PROVIDER OR ANOTHER PARTY THAT THE FUNCTIONALITY OF SOFTWARE IS TAILORED AND SUITABLE FOR YOUR DEMANDS AND THAT THE OPERATION OF SOFTWARE WILL PROCEED WITHOUT SHUT-OFF AND ERRORS. YOU TAKE OVER THE FULL RESPONSIBILITY AND RISKS FOR CHOOSING THE SOFTWARE FOR YOUR EXPECTED RESULTS AND FOR THE INSTALLATION, USAGE AND RESULTS THAT YOU WILL REACH USING THE SOFTWARE.

10. Any other commitments. This Agreement on the side of Provider does not establish any other commitments than those specified in this Agreement.

11. LIMITATION OF LIABILITY. IN THE MAXIMAL RANGE GIVEN BY APPLICABLE LAW, THE PROVIDER, HIS EMPLOYEES AND LICENSE PROVIDER ARE NOT RESPONSIBLE FOR ANY LOSS OF PROFIT, INCOME OR SALE, OR ANY OTHER DATA DROP-OUT, OR COST FOT PURCHASE OF NEW COMMODITY OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, BUSINESS INTERRUPTION, LOSS OF TRADE REFERENCES, NOR FOR ANY SPECIAL, DIRECT, INDIRECT, RANDOM, ECONOMICAL, PROTECTING, CRIMINAL AND FOLLOWING DAMAGE, CAUSED ANYHOW, EITHER THEY

RESULTED FROM THE AGREEMENT, INTENTIONAL BEHAVIOUR, NEGLIGENCE OR ANOTHER MATTER OF FACT, ESTABLISHING THE RISE OF RESPONSIBILITY, ORIGINATING FROM USING OR IMPOSSIBILITY TO USE SOFTWARE, AND IT IS VALID ALSO IN THE CASE THAT THE PROVIDER OR HIS LICENSE PROVIDERS WERE CONSCIOUS OF SUCH DAMAGES. SOME STATES AND LAW SYSTEMS DO NOT ALLOW THE RESPONSIBILITY EXCLUSION BUT THEY MIGHT LIMIT THE RESPONSIBILITY OF PROVIDER, HIS EMPLOYEES OR HIS LICENSE PROVIDERS, TO THE PRICE OF THE LICENSE OR TO THE AMOUNT OF 50 CZECH CROWNS (CZK).

12. Export and re-export control. Software, Technical documentation or their parts including information about Software and its parts are subject to control of export and import based on legal enactments that can be issued by governments appropriate for their issuing according to applicable law. You agree to strictly abide with all the applicable export, re-export, transfer or import of Software. By accepting this Agreement you declare that you are situated in the land that prenominate measures to export, re-export, transfer or import refer to, as well as you are not an individual or corporation in the face of whom are those measures applied.

13. Notification. All the notification are needed to be delivered to the address: NoStress Commerce s.r.o., Weilova 1450/2e, 102 00 Praha 10, Czech Republic.

14. Governing law. This Agreement appertains and must be interpreted in conformity to the law of Czech Republic. End-user and Provider agreed that conflicting regulation of decisive law-system and agreements OSN about contracts in the case of international trade will not be used. You expressly agree that solution of any dispute or claims related to using the Software is respective District Court in Děčín and you expressly agree with administration of jurisdiction by that court.

15. Backup. You agree that you will make a backup file of your computer system onto a backup medium before you start using Software. You declare to be aware that if you do not do so, you might dramatically lower your ability to limit the damage related to using the Software or harmful consequences of errors contained in Software.

16. Separability. In case that any of establishments in this Agreement are invalid or inexecutable according to conditions declared in them, it will not influence the validity of the other establishments of Agreement which stay valid and performable according to conditions declared in them. Changes in this Agreement are possible only in written form, and such a change must be signed by statutory representative on behalf of Provider.

17. Entire agreement. This Agreement between You and Provider represents entire Agreement related to Software and it fully replaces any foregoing declaration, discussion, commitments, messages or commercial information concerning Software.