Fashion Project Pro
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5. License Fee

5.1. The amount of the license fee is specified on the Licensor's Website at https://github.com/TriumphLLC/FashionProject and includes payment for the components of the License listed on the Licensor's Website.

5.2. The cost of Technical Support and Updates is included in the license fee defined in paragraph 5.1 of this Agreement. Technical Support and Updates are carried out by the Licensor over a period of 1 year starting from the date of this Agreement. Upon expiration of this period, the Licensee shall have the right to enter into an additional agreement, where the parties shall specify the cost, period and other terms of providing technical support.

5.3. The payment of the license fee can be made by money transfer to the bank account of the Licensor or by an electronic payment via the Licensor's Website; other payment methods are possible and can be agreed upon by the Parties separately.

5.4. The obligation to make the payment is considered fulfilled from the moment the funds are successfully transferred to the Licensor's bank account. Obligations to pay bank commissions in respect to the payment of the license fee shall bear either party under their mutual consent and shall be stipulated in an invoice for the license fee.

6. Technical Support

The Licensor provides Technical Support to the Licensee, including issues concerning the functionality and details of the installation and operation of the Software on standard supported configurations of operating systems, under the terms and conditions specified in paragraph 5.2 of this Agreement and Licensor's Website at https://github.com/TriumphLLC/FashionProject.

7. Liabilities of the Parties

7.1. Violation of the conditions of this Agreement entails liability under the legislation of the Russian Federation.

7.2. The Licensor shall not be liable for any damage, loss of incomes or profits, loss of information or savings arising from the use or the inability to use the Software or its Modifications, including cases of being preliminarily informed by the Licensee of the possibility of such damages, or by a lawsuit from any third party.

7.3. Using the Software by the Licensee in a way which is not intended for in this Agreement, including illegal copying of the Software, or otherwise beyond the rights given to the Licensee in accordance with this Agreement, leads to liability for violating the exclusive rights to the results of intellectual activities or to the means of individualization, under the legislation of the Russian Federation. When such cases are revealed from the side of the Licensee, the Licensor has the right to immediately terminate the Agreement without returning the license fee, and also to demand the payment of penalties and/or compensation of other damages, and to bring the Licensee to other measures of liability.

7.4. The Licensor does not provide any warranty with respect to the correctness and uninterrupted operation of the Software or its Modifications, including the cases where the failures in operation of the Software or its Modifications lead to liability of the Licensee to any third parties, or imposes administrative or fiscal liability.

8. Validity, Changing and Termination of the Agreement

8.1. This Agreement is made before or at the moment the Software starts to be used and is valid for the whole period of its legitimate use by the Licensee while the intellectual property rights for it are active subject to proper observance of the terms and conditions of this Agreement by the Licensee.

8.2. In accordance to the terms and conditions of this Agreement, the License can be used on the territory of the Russian Federation and other countries.

8.3. In case the Licensee fails to comply with the Software usage conditions of this Agreement, including but not limited to the terms of section 4 of this Agreement, the Licensor has the right to unilaterally terminate this Agreement, having notified the Licensee about this.

8.4. Upon termination of this Agreement by any party and for any reason, the Licensee must cease using the Software completely and destroy all copies of the Software installed on the Licensee's computers, including backup copies and all components of the Software.

8.5. In case a court of competent jurisdiction declares any of the terms and conditions of this Agreement invalid, the other terms and conditions of this Agreement continue to be binding.

9. Conclusion

9.1. Disputes and disagreements arising from this Agreement or because of it shall be resolved through negotiations between the Parties.

9.2. In case of a failure to achieve consent in accordance to the previous paragraph:

9.2.1. If the Licensee is a resident and/or a citizen of the Russian Federation, the Parties agree that all disputes and disagreements independently of their reasons, which arose or can arise between the Parties in accordance with this Agreement, including those related to its entering into, implementing, changing, terminating or annulling (in whole or partially), are submitted for consideration to the Moscow Court of Arbitration or to an applicable court of general jurisdiction or to a magistrates' court in accordance to the current legislation of the Russian Federation;

9.2.2. If the Licensee is an organization or another business entity without establishment of legal entity (partnership, joint venture etc) and is not a resident of the Russian Federation, or if the Licensee is an individual and/or is not a resident or a citizen of the Russian Federation, the Licensee agrees that any dispute, disagreement or claim, which arises from or concerns this Agreement should be resolved in accordance to the rules of arbitration in the International Commercial Arbitration Court at the RF Chamber of Commerce and Industry (Moscow, Russia) (hereinafter ICAC) in accordance with ICAC regulations. The language in which arbitration proceeds is Russian. The decision of this court must be definitive and obligatory for the participating parties and is the only and exclusive method of resolving any disputes between the parties concerned.

The Licensor also reserves the right to apply for resolving a dispute to a court of competent jurisdiction in the location of the Licensee, taking into account the legislation requirements in the location of the Licensee, if the Licensor will wisely consider that this further allows to properly fulfill the resolving of the dispute within the applicable jurisdiction at the location of the Licensee.

9.3. This Agreement is regulated by the legislation of the Russian Federation independently of the jurisdiction of the examination of the dispute.

9.4. The Licensor does not transfer any additional rights or Software usage methods, which are not directly specified in this Agreement, to the Licensee.

10. Contact Information of the Licensor

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