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| **LICENSE AGREEMENT № RAI-\_\_\_\_** |
| **许可协议 编号RAI-\_\_\_\_**  **Saint Petersburg, Russian Federation**  **\_\_\_\_\_\_\_\_ \_\_, 201\_\_**  **俄罗斯联邦，圣彼得堡**  **\_\_\_\_\_\_\_\_ \_\_, 201\_\_** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** governed and construed under the laws of the \_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_, registered in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ under number \_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_, acting on basis of the \_\_\_\_\_\_\_\_, hereinafter referred to as the “ADR”, on the one hand and  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，受**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**法律管辖并按其解释，注册办公室位于**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，注册地为**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，注册编号为**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，代表人为**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，依据**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**开展业务，以下称“ADR”；以及 |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** governed and construed under the laws of the \_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_, registered in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ under number \_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_, acting on basis of the \_\_\_\_\_\_\_\_, hereinafter referred to as the “Reseller”, on the other hand,  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，受**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**法律管辖并按其解释，注册办公室位于**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，注册地为**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，注册编号为**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，代表人为**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，依据**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**开展业务，以下称“分销商”， |
| hereinafter together referred to as the "Parties", and separately - as a "Party",  合称为“双方”，单独出现时称为“一方”， |
| have entered into this license agreement (hereinafter referred to as the "Agreement") as follows:  共同签订以下许可协议（以下称“协议”）： |
| **TERMS AND DEFINITIONS**  条款和条件 |
| Within this Agreement hereof terms and definitions shall be used equally in single and plural unless otherwise proceeds from meaning of term and (or) definition, and (or) from context:  在本协议中，以下条款和定义的单数和复数形式具有同等意义和效果，除非条款和（或）定义的含义，以及（或者）上下文另有规定： |
| **the End user** means a person (legal entity or individual entrepreneurship) interested in acquiring of the license of the Software by entering into the License agreement with End user and into the EULA, as well as a person that has entered inti such agreements, as well as a person interested in conclusion of Technical services agreement, as well as a person who has entered into such agreement;  **最终用户**指代有兴趣通过签订与最终用户的许可协议和最终用户许可协议而获得软件许可的主体（法人实体或个人企业）和签订此类协议的主体，以及有兴趣签订技术服务协议的主体和签订此类协议的主体； |
| **the EULA** means the license agreements between ADR and End user that determine order of using, term, territory and manners of using of the Software and included in it (shrinkwrap license), under the terms of simple (nonexclusive) license, that are accepted by End user while installing or (and) before using of Software;  **最终用户许可协议**指代ADR与最终用户根据普通（非独占）许可的条款签订的，决定使用顺序、条款、地区和软件使用方式（包含拆封许可），最终用户在安装或（和）使用软件之前接受的许可协议； |
| **the License agreement with the End user** means the sublicense agreement in connection to the Software that concluded between the Reseller and the End user under the terms and conditions, prescribed to in this Agreement;  **与最终用户的许可协议**指代分销商和最终用户根据本协议所规定的条款和条件签署的与软件有关的从属许可协议； |
| **the Private area** means part of Site that can be accessed by Reseller in order and subject to the terms and conditions set forth in this Agreements. Unless otherwise stated or otherwise apparent from the context under “Private area” means Private area of the Reseller. In cases set forth herein ADR provides End user with access to its Private area;  **专用区域**指代为满足本协议中规定的条款和条件，以及受本协议中规定的条款和条件制约，分销商可以访问的网站部分。除非另有说明，或从上下文可明显推断，否则“专用区域”指代分销商的专用区域。在本协议规定的情况下，ADR赋予最终用户访问其专用区域的权限。 |
| **the Software** means the software complex “AddReality: Player & Sphere” that consist of programs “AddReality Player” and “AddReality Sphere”. Where “AddReality Shere” is the main (managing) program for program “AddReality Player” and can manage one or more program “AddReality Player”;  **软件**指代软件综合体“AddReality: Player & Sphere”，其中包括软件“AddReality Player”和“AddReality Sphere”。“AddReality Sphere”为“AddReality Player”的主（管理）程序，可以管理一个或多个AddReality Player”程序； |
| **the Site** means site in the Internet located at address http://addreality.com, rights to which administration are held by the ADR.  **网站**指代地址为http://addreality.com的互联网站点，权利归ADR所有，由ADR管理。 |
| **SUBJECT OF AGREEMENT**  **协议标的** |
| Parties have agreed that under this Agreement:  双方同意，根据本协议： |
| ADR shall for a remuneration provide to Reseller rights to the instance of Software under the terms of simple (nonexclusive) license for the purpose of its further sublicensing under the terms of simple (nonexclusive) license to End user under License agreement with End user in the manner and under conditions specified to in this Agreement, and Reseller undertakes to accept such right and exercise it of the terms, in order, term, by manners and within the limits specified to in this Agreement, and to pay to ADR remuneration agreed by Parties;  作为补偿，ADR应根据普通（非独占）许可的条款向分销商提供使用软件实例的权利，以便分销商依据普通（非独占）许可的条款，根据与最终用户的许可协议，以本协议中规定的方式和条件向最终用户分发从属许可，分销商同意按照本协议规定的程序、条款、方式，在本协议规定的范围内接受并行使此权利，并向ADR支付双方同意的报酬。 |
| should Reseller has Certified specialist then Reseller has the right under terms and conditions specified to in this Agreement to provide to End user, specified in paragraph 6.3, services in connection with installing, adjustment and technical support of Software.  如果分销商拥有通过认证的专家，分销商有权利根据本协议中规定的条款和条件，向最终用户提供第6.3节所规定的安装、调整和软件技术支持服务。 |
| If otherwise are not agreed by the Parties ADR has the right to and may not be limited to enter into agreements similar to this Agreement with any third parties regardless to the terms of such agreements, without the need for prior (subsequent) consent (approval) from Reseller.  如双方无其他约定，ADR有权且不受限制可与任意第三方签订与本协议类似的协议，无论此类协议的条款如何规定，也无需事先或事后征得分销商同意（批准）。 |
| Reseller accept and agree that ADR has the right at any moment to change the content of Software (its elements), adding a new functional (elements etc.) or eliminating such functional. Such information shall be served to Seller by its placing in Private area and in case of its absence – on Site of by any other manner defined by ADR.  分销商接受并同意，ADR有权在任何时候更改软件的内容（其要素），增加新功能（要素等），或去除此类功能。此类信息应展示在专用区域，或者如果不在网站专用区域展示，应以ADR规定的其他方式展示在网站上，以便分销商获悉。 |
| Reseller is entitled to use the rights arising from this Agreement only within the territory of \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Territory”). Resseller is entited to granting right for Software to End user only within Territory.  分销商仅有权在\_\_\_\_\_\_\_\_\_\_\_\_地区（以下称“本地区”）行使本协议所规定的权利。分销商仅有权在本地区内向最终用户提供软件使用权。 |
| **PARTIES’ GUARANTIES**  **双方保证** |
| Software is a complex object of copyright and related rights, all rights to which are belong to ADR by law or (and) on the basis of license agreements or (and) other agreement with third parties. ADR hereby guarantee that he is entitled to grant the right for using the Software and at the moment of this Agreement come into the force he was not aware of the rights or (and) claims of any third parties that may be breached by granting of such rights.  软件是版权和相关权利组成的复杂对象，根据法律法规或（和）许可协议或（和）与第三方的其他协议，所有权利属于ADR。ADR在此保证，其有权赋予使用软件的权利，且在本协议生效时，其并不知晓赋予此类权利会妨害任何第三方的权利和主张。 |
| Reseller is not entitled to conclude sublicense agreements regarding the Software with third parties or grant the rights to it in other manner, or encumber it by rights of third parties, except in the manner and subject to the terms and conditions set forth in this Agreement.  除非以本协议所指定的方式，或遵从本协议所规定的条款和条件，否则分销商无权与第三方就软件签订从属许可协议，也无权以其他方式赋予有关软件的权利，也无权以第三方权利的名义妨害有关软件的权利。 |
| Reseller accept and agree that Software provided on the “as is” basis and ADR have no obligation to provide Seller with the fixes, additions or new versions or releases of Software unless such specified herein. Technical and other support of Software including its adaptation and ensuring its operability with the software (hardware) of Reseller(End user) is entitled to exercise only ADR or specially authorized by ADR person.  分销商接受并同意，软件以“原本”状态提供，ADR没有义务向分销商提供软件修复程序或新增功能或新版本，除非本合同另有规定。软件的技术和其他支持，包括改良的支持形式，以及确保软件在分销商（最终用户）软件（硬件）上可用性的支持，只能由ADR或ADR特别认证的人员提供。 |
| Parties have agreed that Reseller shall has the right to use the instance of Software only as follows: one-time provide rights to such instance to End user. Reseller is entitled to exercise the rights in respect to the instance of Software rights to which were granted to Reseller by ADR and only by granting the rights to such instance to End user.  双方同意，分销商仅有权以如下方式使用软件实例：一次性向最终用户提供此类实例的使用权利。当ADR向分销商赋予权利，且仅当将此类示例的权利赋予最终用户时，分销商有权行使与软件实例相关的权利。 |
| Any other rights regarding the Software (an instance of Software) that are not referred to in paragraph 3.4 and not specified to in this Agreement are deemed not be granted to Reseller. Reseller has no rights to use Software (an instance of Software) in manner not defined in this Agreement, in particular Reseller is not entitled to make adaptations of such instance in order to ensure its operability with hardware (software) of End user (Reseller or any other person) or charge such to any third person, or to disassemble it or (and) decompile it regardless to the purposes of such actions.  未在第3.4节中提及且未在本协议中规定的关于软件（软件实例）的任何其他权利不可视为赋予分销商。分销商无权以本协议中未定义的方式使用软件（软件实例），尤其是无权对此类实例进行改良以保证其在最终用户（分销商或其他任何主体）的硬件（软件）上可用，或因此向任何第三方主体收费，或出于无论何种目的对其进行反汇编和（或）反编译。 |
| **AGREEMENT DURATION**  **协议期限** |
| This Agreement shall come into the force at the moment of its signing and shall be valid and legally binding during twelve (12) months.  本协议自签订之日起生效，有效期为三十六（36）个月，在此期间具有法律约束力。 |
| Should none of Parties expresses its desire to terminate this Agreement, it is considered by Parties as extended under the same terms and conditions for a period, specified to in paragraph 4.1. Intention of a Party to terminate this Agreement shall be made in written form and sent by such Party to another Party not later that one (1) month before the date of termination if this Agreement determined in accordance with paragraph 4.1 (or in accordance with this paragraph in case of re-extension).  如果双方中无任何一方表明终止本协议的意愿，则双方认为按照相同的条款和条件将本协议延长第4.1节所规定的一段时间。一方如要终止本协议，则应根据本协议第4.1节（或者如果需要再次续期，根据本节）在本协议终止日期前至少一（1）个月以书面形式通知另一方。 |
| **ORDER OF PROCEDURE IN PART OF END USERS ACQUISITION**  **争取最终用户的先后程序** |
| During the term of this Agreement Reseller on its own behalf but to the interests of ADR in order for proper fulfilment of paragraph 2.1.(a), within Territory shall carry out actual actions in furtherance of finding and acquisition of End users in order to enter with such End users into License agreements with End users. Reseller undertakes to get acquainted with the information regarding Software, its functionality, technical characteristics and other information provided on Site, as well as provided by ADR. In case of End user is interested to conclude License agreement with End user, Reseller undertakes to carry out the actions specified to in this Agreement.  在本协议有效期内，分销商代表自己，同时为满足第2.1.(a)节中的规定，为了ADR的利益，应在本地区内采取实际行动，以便于寻找并争取最终用户，与此类最终用户签订与最终用户的许可协议。分销商保证熟悉在网站上公开的以及由ADR提供的关于软件、软件功能、技术特性的信息和其他信息。如果最终用户有兴趣签订与最终用户的许可协议，分销商保证采取本协议中规定的行动。 |
| While exercising obligations, specified to in paragraph 3.1, Reseller shall:  在履行义务时，根据第3.1节的规定，分销商应： |
| Inform End users about functionality of Software, its technical and other characteristics, as well as about ADR and that all exclusive right are belong to ADR;  告知最终用户软件的功能、技术特性和其他特性、关于ADR的信息，以及所有专有权利均属于ADR； |
| inform End users about the order and terms and conditions of using of Software within their business activities;  告知最终用户在其商务活动范围内使用软件的顺序、条款和条件； |
| place information, defined in paragraph 5.2.(a) – 5.2.(b) on Reseller’s site in the Internet (if applicable), in advertising and informational materials;  在分销商的互联网网站（如果有）上、广告和资料中展示第5.2.(a)节至第5.2.(b)节定义的信息； |
| negotiate and consult End users on issues related to Software, the conclusion and execution of License agreements with End users. Regarding the position of the End user if latter need to make changes to Software (its adaptation, modification etc.), then Reseller shall send such End user to ADR.  与最终用户就有关软件的问题，签订和执行与最终用户的许可协议的问题进行谈判并提供咨询。关于最终用户的主张，如果最终用户需要更改软件（对其改良、修改等），分销商应帮助最终用户与ADR联系。 |
| Content of all and any advertising and informational materials distributed by Reseller shall be prior agreed with the ADR.  分销商分发的所有任意广告和资料的内容都应事先征得ADR批准。 |
| Reseller has no right to enter into agreements similar to this Agreement without prior written consent from ADR.  如无ADR的事先书面同意，分销商无权签订类似本协议的任何协议。 |
| Parties have specially agreed that in case if End user has been sent to ADR then concluding with such End user an agreement regarding to the Software deemed as the right but not the obligation of ADR. ADR takes on its own any decision of the conclusion named agreement with End user and determines its terms and conditions. Reseller is not entitled to interfere in the activities of ADR.  双方特此同意，如果分销商帮助最终用户联系ADR，那么与该最终用户签订有关软件的协议应视为ADR的权利而非义务。ADR可全权决定是否要与最终用户签订协议，并确定协议条款和条件。分销商无权干预ADR的行为。 |
| **ORDER OF PROCEDURE IN PART OF GRANTING RIGHT TO SOFTWARE TO END USERS**  向最终用户赋予软件相关权利的先后程序 |
| During the term of this Agreement Reseller for the purpose of the proper performance of its obligations arising from paragraph 2.1.(a) and for the purpose of the concluding the License agreements with End users shall inform potential End users in order and under conditions defined to in article 5.  在本协议有效期内，为履行第2.1.(a)节所规定的义务，且为与最终用户签订许可协议，分销商应按照第5条所规定的顺序和条件告知潜在最终用户信息。 |
| Within seven (7) days from the moment this Agreement came into the force and Reseller have filled identification data in Private area (including uploading the necessary documents), ADR shall assign to the Reseller’s account the relevant status that grants the full access to Personal area and allow to Reseller to fulfill its obligations under this Agreement. Reseller undertakes to abide confidentiality of data contained in Private area and to take all possible measures to prevent access of any third parties to the Personal area.  本协议生效且分销商在专用区域填写标识数据（包括上传必要文件）后七（7）天内，ADR应给分销商的账号分配相应状态，赋予其访问私有区域的全部权利，让分销商能够履行其在本协议中的义务。分销商保证遵守专用区域内数据的保密性，且采取一切可能的措施，防止任意第三方访问私有区域。 |
| Parties have agreed the following procedure for the granting rights to Software under the terms of simple (nonexclusive) license to End user under License agreement with End user:  双方同意，根据与最终用户的许可协议，按照普通（非独占）许可向最终用户赋予权限时遵守以下程序： |
| End user may appeal to Reseller for the purpose of concluding a sublicense agreement (License agreement with End user) and obtaining the rights to use an instance of Software. Using by End user of such instance of Software shall be carried out in order and under terms and conditions specified to in EULA that accepted by End user during installing (before using) such instance of Software;  最终用户可以向分销商提出诉求，要求签订从属许可协议（与最终用户的许可协议）并获得使用软件实例的权利。最终用户使用此类软件实例应遵守最终用户在安装此类软件实例时（正式使用前）接受的最终用户许可协议中规定的顺序、条款和条件； |
| after End user appealed to Reseller, the latter shall issue to such End user an invoice based on selected by End user set (configuration) of Software. Reseller's remuneration is one hundred (100) percent of the value for instance of Software granting and shall be based on the value of the instance of Software placed on Site in the Reseller’s Private area. Software sets (configurations) that may be purchased by End user specified by ADR in Private area;  在最终用户向分销商提出诉求后，后者应根据最终用户选择的软件组件（配置）向相应最终用户开具发票。分销商的报酬为赋予使用权的软件实例的全部（100%）价值，应基于网站上分销商专用区域内展示的软件实例的价值。ADR会在专用区域列出最终用户可以购买的软件组件（配置）； |
| after End user has paid issued by Reseller invoice, Reseller through its Private area generates identification number for the End user and provide to End user information regarding procedure of using of identification number in order to obtaining rights to instance of Software. Obligation of Reseller to pay to ADR the remuneration appears after generating of mentioned number Reseller;  最终用户支付分销商所开具的发票后，分销商在其专用区域为最终用户生成标识号，并向最终用户提供使用标识号以获得软件实例使用权的程序的相关信息。在分销商生成标识号后，即产生分销商向ADR支付报酬的义务。 |
| by using the identification number provided by Reseller, End user can access Private area of End user, including to download the installation files of instance of Software and start to use it in order prescribed to in EULA.  通过使用分销商提供的标识号，最终用户可以访问最终用户的专用区域，包括下载软件实例的安装文件，以及开始按照最终用户许可协议中规定的顺序开始使用软件实例。 |
| The period of use of Software by End user, as well as methods of use, territory of use and other terms and conditions of use of Software by End user, are governed by EULA.  最终用户使用软件的期限、使用方法、使用地区和最终用户使用软件的其他条款和条件在最终用户许可协议中予以规定。 |
| Reseller accept and agree that ADR may at any time change the content of Software (elements of Software), by adding new functional (elements, features etc.) or eliminating such functional. Such information shall be served to Seller by its placing in Private area and in case of its absence – on Site of by any other manner defined by ADR.  分销商接受并同意，ADR可以在任何时间更改软件内容（软件要素），例如添加新功能（要素、功能等），或移除此类功能。此类信息应展示在专用区域，或者如果不在网站专用区域展示，应以ADR规定的其他方式展示在网站上，以便分销商获悉。 |
| For the purposes of demonstrations of Software by Reseller to End users, Reseller shall has the right to send to ADR a request to provide Reseller under the terms of simple (nonexclusive) license with rights to use the NFR- instance of Software for purposes of its demonstration to End users when Reseller take advertising campaigns, and for other purposes, defined (agreed) by ADR. After receiving NFR-instance of Software Reseller is entitled to use it with the following rights:  为便于分销商向最终用户展示软件，分销商应有权向ADR提出申请，要求按照普通（非独占）许可的条款获得使用非转售软件实例的权利，以便在分销商开展广告活动时向最终用户进行展示，以及为实现ADR定义（同意）的其他目的。收到非转售软件实例后，分销商有权获得以下权利，以使用软件：  (a) installation of NFR-instance of Software for the purposes ofdemonstration of the basic functionality to End users.  （a）安装非转售软件实例，以向最终用户展示基本功能。  Other rights in relation to NFR-instance, do not rely provided to Reseller. In particular Reseller is not entitled to make adaptations of such instance in order to ensure its operability with hardware (software) or on such hardware (software) of End user (Reseller or any other person) or charge such to any third person, or to disassemble it or (and) decompile it regardless to the purposes of such actions. The right to NFR-instance of Software provided on the validity of this Agreement or for a period of one ADR unilaterally.  非转售实例的其他权利不可视为提供给分销商。尤其是分销商无权对此类实例进行改良以保证其与硬件（软件）兼容，在最终用户（分销商或任何其他主体）的此类硬件（软件）上可用，或因此向任何第三方主体收费，或出于无论何种目的对其进行反汇编和（或）反编译。非转售实例的权利在本协议生效时开始有效，或在ADR单方面规定的时间内有效。 |
| The granting of NFR-instance of Software, specified in paragraph 6.5, shall exclusively be subject to simultaneous observance of Reseller all of the following conditions:  根据第6.5节的规定，要让ADR提供非转售软件实例，分销商必需同时满足以下所有条件：   1. the presence of the Certified person in Reseller’s staff;   （a）分销商的工作人员中有通过认证的人员；  (b) placement on Reseller’s site in the Internet, as well as at the location of his business (points of sale), information about ADR, ADR's logo, a link to the official ADR site the Internet (Site).  （b）在分销商的网站上，以及在分销商的办公地点（销售点）展示有关ADR的信息、ADR的标志、指向互联网上ADR官方站点（网站）的链接。  In the case of non-compliance with the conditions set forth in this paragraph, Reseller shall has the right to obtain the right to use the NFR-instance of Software, subject to payment of remuneration ADR, ADR specified in the Personal area of Reseller.  如果不满足本节中规定的条件，分销商应有权根据ADR在分销商私有区域中的规定，在向ADR支付报酬的条件下获得使用非转售软件实例的权利。 |
| **ORDER OF PROCEDURE IN PART OF TECHNICAL SOFTWARE SUPPORT PROVIDING**  **提供软件技术支持的先后程序** |
| Reseller shall has the right, with the presence of the Certified person in his staff, in the manner and on the terms specified in this Agreement on its behalf to provide to End users as defined in paragraph 6.3, the services related to installation, commissioning and technical support of Software to which the rights are granted by Reseller to such End user in accordance with this Agreement (the "Techical services agreement"). ADR reserves the right to limit provided by Reseller services by Technical services agreement. Techical services agreement shall be concluded in the form of provided (agreed) by ADR. Concluding of Techical services agreements not previously approved with ADR are not allowed.  当分销商员工中有通过认证的人员时，分销商应有权以本协议中规定的方式并按照本协议的条款，代表自己向最终用户提供第6.3节中定义的安装、运行和软件技术支持相关服务，享受此类服务的权利是分销商根据本协议（“技术服务协议”）赋予最终用户的。ADR保留限制分销商根据技术服务协议提供服务的权利。签订的技术服务协议必须采取ADR提供（同意）的形式。不允许签订未得到ADR事先批准的技术服务协议。 |
| The provisions of Techical services agreement in any case must not contain any terms and conditions involving an explicit or implied guarantees of ADRregarding the Software, its functioning, characteristics of use, compensation of damage (losses) in connection with the use of Software, etc. The remuneration for Reseller for the providing of services under Techical services agreement is determined independently by Reseller. In any case the subject of Techical services agreement cannot be works (services) related to the adaptation, modification of Software, as well as any other actions related to bypass built-in security Software interference in its source (object) code regardless of the purposes of such actions. In these cases, Reseller agrees to assign such End user to ADR.  在任何情况下，技术服务协议的条款都不得包含涉及ADR关于软件、软件功能、使用特性、由于使用软件而导致的损坏（损失）赔偿等的明确或暗示保证的任何条款和条件。分销商根据技术服务协议提供服务所收取的报酬由分销商独立决定。在任何情况下，技术服务协议的标的都不得是与软件改良、修改有关的工作（服务），也不得是任何其他与绕过内置安全软件、以及与干预源（目标）代码有关的行为，无论此类行为出于何种目的。如有此种情况，分销商同意帮助最终用户联系ADR。 |
| Notwithstanding the provisions of paragraph 7.1, Parties have agreed that End user can be directed to Reseller in order to enter into Techical services agreement by ADR without the conclusion between such Reseller and End user License agreement with End user.  尽管有第7.1节的条款，双方同意，ADR可以帮助最终用户联系分销商，以签订技术服务协议，但分销商与最终用户并非必须签订与最终用户的许可协议。 |
| For the purposes of this Agreement the Certified person is an individual (natural person) who has the necessary and sufficient knowledge for the work (installing, configuring, operating) with Software, who has pass the appropriate information program conducted by ADR, and who has a certificate of conformance issued by ADR according to the results of the verification of such knowledge and skills (heretofore and hereinafter – "Certified persont").  为履行本协议，通过认证的人员为拥有为完成软件相关工作（安装、配置、运行）所必须的足够知识，通过了ADR所举行的对应培训项目，并凭借对于此类知识和技能的测试结果获得ADR颁发的合格证书的个人（自然人）（上文及下文中称“通过认证的人员”）。 |
| In case Reseller has the intention to obtain a certificate of conformity for the purposes of implementing the rights and duties arising out of this Agreement, Reseller shall pre-agree with ADR a candidacy of his employee, who is believed with appropriate levels of knowledge for passing information ADR programs. After approval of a candidacy from ADR, ADR determines the date and time of informational program and possible fees charged for its passage. After agreeing terms, Reseller is obliged to ensure the attendance of the employee at the agreed time and place a certain ADR. On the basis of passing the informational program of ADR assesses knowledge of the employee and, if appropriate, of compliance shall issue a certificate of conformity that allows such an employee to identify themselves as a Certified Reseller, and Reseller – to exercise the rights and obligations arising out of this Agreement that require such certification. Simultaneously with the issuance of the certificate of conformity ADR enters the data on such a specialist in database, access to which can get Reseller and the third parties by contacting Site.  如果分销商有意获得合格证书以便行使本协议规定的权利且履行本协议规定的义务，分销商应该与ADR达成事先同意，指定其员工作为候选人，相关候选人应当拥有一定的知识水平，可以通过ADR的培训项目。在ADR批准相关员工作为候选人后，ADR决定培训项目的日期和时间，以及通过项目可能需要支付的费用。在针对条款达成一致后，分销商有义务确保其员工在约定的时间到场。在完成培训项目后，ADR评估相关员工的知识，如果合适，且员工符合要求，ADR应颁发合格证书，允许员工认证自己为通过认证的人员，而分销商为行使本协议规定的权利且履行本协议规定的义务需要此类认证。在颁发合格证书的同时，ADR会将相应专业人员的数据录入数据库，分销商和第三方访问网站即可获知此类信息。 |
| In case during the term of this Agreement, the employment relationship between Reseller and Certified person will be terminated (regardless of the grounds for the termination of such relationship), Reseller loses the rights arising from this Agreement in part which are required to be certified in the future, however, all Techical services agreements, concluded by Reseller to the specified moment are remain into the force and are enforceable from Reseller, however, such agreements cannot be extended (prolonged). Upon the request of ADR Reseller shall provide a list of and conditions (including deadlines and actions) concluded Techical services agreements.  如果在本协议有效期内，分销商与通过认证的人员之间的雇佣关系终止（无论此种关系由于何种背景原因终止），则分销商将失去本协议中未来需要认证的部分所规定的权利，但分销商签订的有指定有效期的所有技术服务协议仍然有效，可由分销商执行，只是此类协议不能延长有效期（延期）。如果ADR要求，分销商应提供技术服务协议及所涉及条件（包括截止日期和行动）列表。 |
| **RIGHT AND DUTIES OF PARTIES**  **双方的权利和义务** |
| Reseller shall:  分销商应当： |
| exercise the rights regarding the NFR-instance of Software only on its own, in the terms and conditions provided to in this Agreement. Reseller has no right to assign the rights to NFR-instance of Software to any third person, as well as to encumber its right with rights of any third party. Using of NFR-instance of Software shall be carry out with mandatory indication of ADR as the developer and exclusive rights’ owner of Software;  仅允许本方根据本协议中规定的条款和条件行使非转售软件实例的相关权利。分销商无权将使用非转售软件实例的权利转让给任意第三方，也无权因任意第三方的权利而妨害相关权利。必须有作为软件开发者和专有权所有者的ADR明确表示，才可使用非转售软件实例； |
| exercise the rights regarding the Software only on the terms and conditions provided to in this Agreement by granting the rights to Software to End users under License agreements with End users. Using of -instance of Software shall be carry out with mandatory indication of ADR as the developer and exclusive rights’ owner of Software;  仅根据本协议所规定的条款和条件行使软件相关权利，根据与最终用户的许可协议将软件使用权利赋予最终用户。必须有作为软件开发者和专有权所有者的ADR明确表示，才可使用软件实例； |
| on regular basis visit Private area and Site, and acquaint oneself with information placed there;  定期访问专用区域和网站，了解在相应位置展示的信息； |
| place on its site in the Internet and at the place its business (office, sales point) information regarding ADR and Software. Reseller undertakes prior to placing to agree design layout and placement of such information with ADR. Reseller also undertakes to place information regarding value of rights to Software under License agreements with End users, and in case of availability of Certified person in Reseller’s stuff – value of additionally provided by Reseller services and its detailed description;  在其互联网站点上和办公地点（办公室、销售点）展示ADR及其软件相关信息。分销商保证在进行展示之前与ADR就设计布局和此类信息的展示与ADR达成一致。分销商也保证展示与最终用户的许可协议中指明的软件权利价值的相关信息，如果分销商员工中有通过认证的人员，也展示分销商额外提供服务的价值以及具体信息； |
| agree content of all and any advertising regarding Software or (and) Reseller activities with ADR prior to publishing of such advertising;  与ADR就关于软件和（或）分销商活动的任意所有广告内容达成一致，之后再公开此类广告内容； |
| protect exclusive rights of ADR to Software that arising from this Agreement and granted to End users under EULA (License agreements). Reseller shall immediately inform the ADR regarding any exclusive rights breaches by any third party, including by End users, and proceed all and any necessary actions needed for right protection as may be agreed by ADR;  保护本协议中规定的，以及根据最终用户许可协议（许可协议）赋予最终用户的，ADR对软件的专有权。如果发现包括最终用户在内的任何第三方侵犯ADR任何专有权的行为，分销商应立即通知ADR，并采取ADR可能同意的所有任何行动以保护ADR权利。 |
| use contractual forms provided by or agreed by ADR while concluding any agreements with End users regarding the Software.  在与最终用户签订关于软件的任何协议时使用ADR提供或批准的合同形式。 |
| ADR shall:  ADR应当： |
| provide to Reseller consulting and technical support regarding the installation, configuration and use of Software, in amounts that do not require ADR’s stuff on-site availability and do not exceed five (5) hours during one (1) calendar week.  向分销商提供关于软件安装、配置和使用的咨询和技术支持，总时长不超过每一（1）日历周五（5）小时，且无需ADR员工前往现场。 |
| ADR shall has the right:  ADR应拥有以下权利： |
| to provide to Reseller any other services (works), including services (works) for the implementation, adjustment and adaptation of Software for a remuneration.  在收取报酬的情况下向分销商提供任何其他服务（工作），包括软件部署、调整和改良服务（工作）。 |
| Reseller is not entitled:  分销商无权： |
| to offer software (under any conditions and at any remuneration) that is a complete or partial analogue of Software (i.e. software that is capable to perform all or part functions available in Software) to End users engaging by ADR, including such End users whose contact data were provided to Reseller by ADR, as well as to End users, that engaged by Reseller;  （根据任何条件或以任何报酬）向通过ADR建立联系的最终用户（包括由ADR向分销商提供联系方式的最终用户），以及分销商自行争取的最终用户，提供完全或部分类似本软件的软件（即可以实现本软件全部或部分功能的软件）； |
| to conclude License agreements with End users by charging them a fee lower than fee defined in Private area. Any change of fee charged for granting rights to Software is allowed only with prior written consent by ADR;  以低于专用区域内所定义费用的价格与最终用户签订许可协议。赋予软件使用权而收取的任何费用都必须获得ADR的事先书面同意； |
| to disassemble, decompile of, make modifications to Software, to examine it for any purpose or by any mean, as well as to adapt it on its own or by engaging third parties for the purpose to ensure the operability of Software with hardware (software) of Reseller, End users, as well as for any other purposes;  为了确保软件在分销商和最终用户的硬件（软件）上可用，或者为了其他任何目的，而自行或与第三方一起对软件进行反汇编、反编译和修改，出于任何目的或以任何手段检查软件，以及对软件进行改良； |
| to conclude Technical services agreement with End users in the absence of the Certified person in Reseller’s staff.  在分销商员工中没有通过认证的人员的情况下与最终用户签订技术服务协议。 |
| **AGREEMENT PRICE AND PROCEDURE OF SETTLEMENTS**  协议价格和争议解决程序 |
| ADR’s remuneration for granting to Reseller the rights for using of the instance of Software shall be defined by Parties in annex № 1 to this Agreement.  应在本协议的附录1中规定ADR向分销商提供软件实例使用权而收取的费用。 |
| Reseller upon ADR’s request within two (2) days from the moment of its receipt shall provide a report on concluded License agreements with End users, Technical support agreements, with indicating of the essential conditions of such agreements.  如果ADR要求，那么在收到要求后两（2）天内，分销商应提供一份报告，包括其与最终用户签订的许可协议、技术支持协议，并指明此类协议的主要条件。 |
| Reseller's obligations regarding the finding and engaging are carried out by Reseller for the purposes of proper fulfillment of this Agreement. Other Parties’ obligations defined in this Agreement are counter-obligations that focused on mutual consideration. All and any Reseller’s expenses are included in its remuneration received from End users under License agreements with End users and Technical services agreements (in case of their concluding).  分销商寻找并吸引最终用户的义务由分销商履行，以保证本协议得到恰当执行。本协议中定义的其他方的义务为基于相互考量的相对义务。分销商的任意全部费用已包含在其根据与最终用户的许可协议和技术服务协议（如果签订了技术服务协议）而向最终用户收取的报酬中。 |
| All payments between Parties shall be made by wire transfer in currency of USA – USA dollars. In case of arising the obligation to pay applicable bank’s charges or (and) commissions shall be assign to a Party that made the payment. Parties shall on its own pay any and all applicable taxes or (and) fees and such obligation shall not be transferred to another Party.  双方的所有款项都应通过电汇方式以美元结算。如果发生要支付相应银行的费用和（或）佣金的义务，则该义务由进行支付的一方承担。双方都应各自支付所有任何适用的税金或（和）费用，此类义务不得转移给另一方。 |
| **RESPONSIBILITY OF THE PARTIES AND RELEASE FROM RESPONSIBILITY**  双方的责任和责任豁免 |
| Under this Agreement the Parties shall be liable in accordance with the provisions of applicable law and this Agreement.  根据本协议，双方有责任遵守适用法律和本协议的条款。 |
| Reseller shall be liable for actions (omission) committed by End users with which License agreement in respect to Software were concluded. Failure to pay by the said persons, invoices issued by Reseller, shall not be considered as a ground for non-payment of or changing payment of ADR’s remuneration under this Agreement.  分销商应为与其签订了有关软件的许可协议的最终用户的行为（疏忽）负责。如果此类主体未能支付分销商的发票，不应视为分销商不根据本协议支付ADR费用，或者更改支付金额的理由。 |
| Should Reseller concluded License agreement with End user or Technical services agreement in form that is not provided or agreed by ADR, or concluding Technical services agreement with End user in the absence of the Certified person in Reseller’s staff, upon ADR’s claim Reseller shall pay a penalty in amount of fifty (50) percent from the remuneration received by Reseller under such agreement (agreements), and at its own expense shall ensure fulfilment Reseller’s obligations beneath End user under such agreement (agreements). Should under such agreement (agreements) are necessary the modification (adaptation) of Software then such works may be provided for remuneration under agreement between Reseller and ADR.  如果分销商与最终用户签订的许可协议或技术服务协议并非ADR提供或批准的形式，或者在分销商员工中没有通过认证的人员的情况下与最终用户签订了技术服务协议，那么在ADR提出索赔时，分销商应支付其根据此协议（此类协议）所得报酬的百分之五十（50%）作为罚金，并且必须确保履行分销商根据此协议（此类协议）对最终用户所负的义务，所有相关费用自行承担。如果为了履行此协议（此类协议）必须对软件进行修改（改良），则此类工作可在收取分销商与ADR之间的协议所规定报酬的情况下提供给最终用户。 |
| Reseller confirm and agree that no software, including Software, is not free of software bugs, instability in work, may differently interact with different operation systems, programs or (and) their components, hardware components, etc. ADR is released from any liability for any kind of damages caused by circumstances mentioned above in this paragraph, and ADR does not accept or settle any claims from the Reseller, its affiliates, contractors, business partners or any other persons.  分销商确认且同意，没有任何软件，包括本软件，**不存在软件错误、不稳定性等问题**，在用于不同操作系统、软件或（和）其组件、硬件组件等时可能会有不同的反应。ADR对因本节中上述情况导致的任何损失不承担任何责任，ADR不接受也不解决分销商、其附属公司、合约商、商业合作伙伴或其他任何主体提出的任何索赔。 |
| In case of breach of terms of payment or payment in less amount than have been agreed by Parties, upon the ADR’s claim Reseller shall pay a penalty fee to ADR in amount of one-tenth (0,1) percent of the outstanding amount for each day of fulfillment delay.  如果违反支付条款，或者支付金额少于双方约定的金额，当ADR提出索赔时，分销商应向ADR支付罚金，罚金金额为每延期一天处罚未支付款项的十分之一（0.1）。 |
| In case of using of Software (including NFR-instance) with breaching of terms and conditions of this Agreements, as well as out of the Territory, upon ADR’s claim Reseller shall pay a penalty fee to ADR in amount of ten thousand (10 000) USA Dollars for each case of breach.  如果在使用软件（包括非转售实例）时违反本协议的条款和条件，或者在本地区之外使用软件，当ADR提出索赔时，分销商应向ADR支付罚金，罚金金额为每违反一次处罚一万（10,000）美元。 |
| ADR shall be released from any responsibility beneath Reseller if the latter commits any breaches of this Agreement. ADR’s liability under this Agreement in any cases is limited to actual loss (real loss) and shall not exceed fifty (50) percent of ADR’s remuneration for the month in which was arised the Reseller's right to claim.  如果分销商违反了本协议的任何条款，ADR对分销商不承担任何责任。在任何情况下，ADR根据本协议承担的责任都仅限于实际损失（真实损失），且不应超过分销商提出索赔当月ADR所收取报酬的百分之五十（50%）。 |
| A Party shall be released from responsibility for failure to perform or for improper performance of its obligations under this Agreement if such failure has been caused by force-majeure circumstances which have arisen after the date of signing of this Agreement. Force-majeure circumstances shall mean extraordinary circumstances unavoidable in the situation. Such circumstances shall include, in particular, strikes, floods, earthquakes and other natural calamities, wars and military actions, accidents on ADR’s facilities (facilities using by ADR), as well as any other circumstances of objective character, which lay beyond the Parties' will and control.  如果一方未能履行或未能充分履行本协议规定的相应义务是因为本协议签署日期之后发生的不可抗力情况导致的，则无需承担任何责任。不可抗力情况指代不可避免的极端情况。此类情况应包括以下不受双方意愿和控制的情形，尤其是罢工、洪水、地震和其他自然灾害、战争和军事行动、ADR所有设施（ADR使用的设置）发生事故，以及具备此类客观特性的任意其他情况。 |
| **AMENDMENT AND TERMINATION OF THE AGREEMENT**  **修改和终止协议** |
| This Agreement may be stopped (terminated) according to the procedure and on the terms determined by this Agreement and applicable law. Termination of this Agreement shall result the termination of the rights and duties (obligations) of the Parties, unless otherwise provided for by this Agreement or by the Parties' agreement. Unless otherwise provided for by the Parties' agreement achieved according to this paragraph, termination of this Agreement shall neither release the Parties from the duties to compensate losses of any kind, nor deprive of their right to request for protection of their breached rights.  可以根据本协议和适用法律的程序和条款中止（终止）协议。本协议一旦终止，则双方的权利和责任（义务）也即终止，除非本协议另有规定，或双方已达成一致。除非双方根据本节达成的一致意见另有规定，否则本协议终止既不表明双方可以不承担赔偿任何类型损失的责任，也不会剥夺双方要求就自己被侵害的权利获得保护的权利。 |
| This Agreement may be amended and (or) added on Parties' agreement only. All amendments and (or) additions to this Agreement, being integral part thereof, shall be made in writing in the Russian and English languages and shall bear signatures of duly authorized representatives of the Parties.  仅当双方达成一致时，可以对本协议进行修改和（或）添加。所有对本协议进行的修改和（或）添加必须以书面形式用俄语和英语写就，且必须有双方正式授权的代表的签名，此类修改和（或）添加之后将成为协议不可分割的一部分。 |
| ADR has the right to unilateral suspend the performance of this Agreement or to unilateral terminate this Agreement in case of breaching by Reseller any provision of this Agreement (as well as License agreement with End user or Technical services agreement), by sending to Reseller the appropriate notification that shall come into effect at the moment of its receiving by Reseller in electronic form.  如果分销商违反本协议（以及与最终用户的许可协议或技术服务协议）的任何条款，ADR有权以电子形式向分销商发送合适通知来单方面停止履行本协议，或单方面终止本协议，分销商收到相应通知时即生效。 |
| Either Party shall have the right to unilateral terminate this Agreement at any time by sending to another Party appropriate notification not later than prior thirty (30) days to the intended date of termination of this Agreement.  任意一方在任意时间均有权在意图终止本协议日期前不少于三十（30）天时向另一方发送合适通知来单方面终止本协议。 |
| In case of termination of this Agreement regardless to the grounds of its termination, all of Reseller’s obligations arising from License agreements with End users concluded by Reseller, as well as from Technical services agreements, shall remain in effect during their terms pf such agreements, if otherwise is not indicated by ADR in accordance with paragraph 11.4.  不管出于何种原因，如果ADR未依据第11.4节另行说明，当本协议终止时，因为分销商与最终用户的许可协议以及技术服务协议而产生的分销商义务在此类协议的有效期仍持续生效。 |
| **APPLICABLE LAW AND SETTLEMENT OF DISPUTES**  **适用法律和争议解决** |
| Law of the Russian Federation shall apply to interpretation, rights and duties of the Parties, fulfillment, consequences of failure to fulfill or improper fulfillment, termination and consequences of invalidity of this Agreement.  俄罗斯联邦法律适用于本协议的解释、双方的权利和责任、协议履行、未履行或未恰当履行协议的后果、协议终止和协议失效的后果。 |
| Legal capacity of the Parties, as well as legal capacity and competency of the Parties' representatives shall be determined according to the provisions of their national law determined on personal law of the Parties, representatives of the Parties.  双方的法律能力，以及双方代表的法律能力由其所属国家法律的条款，双方、双方代表属人法决定。 |
| The Parties have specially agreed that all disputes and differences, which may arise from this Agreement, shall be settled by Parties in a claim order. None of the Parties shall have the right to refer any such dispute and (or) difference to court without observance of such claim order.  双方特此同意，如在执行本协议的过程中发生任何争议和分歧，双方应以索赔程序解决。双方均无权在未采取索赔程序的情况下针对任何此类争议和（或）分歧提起诉讼。 |
| If any Party consider that its rights have been broken, it must send to the other Party the claim, with substantiation of its position and with attachment of duly certified documents being the grounds for such position and unavailable for the other Party, by item of mail, courier service (UPS, TNT, DHL, etc.) or personally. If there is no reply from the other Party within ten (10) days upon receipt of a claim by it or in case of refusal to satisfy a claim, a Party which considers its rights broken shall has the right to refer to court according to paragraph 12.5.  如果任一方认为其权利受到侵犯，则必须以邮件、快递服务（UPS、TNT、DHL等）或命人向另一方发送索赔，包括其主张的证明，附带经正式认证且另一方没有的文件，作为此类主张的证据。如果另一方在收到索赔后十（10）天内没有回复，或拒绝赔偿，则认为自己权利受到侵犯的一方应有权根据第12.5节提起诉讼。 |
| If it is impossible to achieve an agreement between the Parties according to paragraph 12.4, all disputes, differences or claims which may arise from or in connection with this Agreement, including those concerning fulfillment, breach, terminations or invalidity thereof, shall be settled by the Arbitration Court of Saint Petersburg and Leningradskaya Oblast according to procedural law of the Russian Federation.  如果双方无法依据第12.4节达成一致，则因本协议产生的，或与本协议有关的，包括关于协议履行、违反、终止或过期的所有争议、分歧和索赔，应由列宁格勒州圣彼得堡市仲裁法庭根据俄罗斯联邦诉讼法解决。 |
| In no circumstances, the UN Convention on the International Sale of Goods of 1980 (CISG), Principles of international commercial agreements (Principles of UNIDROIT), European principles of contractual law and other international codifications, codes, provisions and other acts of recommendation, irrespective of the source of origin thereof (national or international), shall apply to this Agreement. In case of application of trading customs of universal and (or) regional character, as well as in case of application of national customs (trading customs) to this Agreement, the duty to prove their existence and wide application in a corresponding field of activity shall be imposed on a Party which insists on their application. Reference of a Party to an international intergovernmental or non-governmental organization, a national non-governmental organization, a national governmental organization, or a national public authority for confirmation of such trading custom shall not be considered by Parties as releasing from the said burden of proving the fact of existence and wide application of such trading custom in a corresponding field of activity.  在任何情况下，1980年联合国国际货物销售合同公约（CISG）、国际商事合同通则（国际统一私法协会通则）、欧洲合同法通则和其他国际法典、法规、条款及其他推荐法令，无论其来源（国家法还是国际法），都不适用于本协议。如果要对本协议应用国际和（或）地区贸易关税，以及如果要应用国家关税（贸易关税），那么认为需要应用此类关税的一方有义务证明此类关税确实存在，且应适用于相应的活动领域。任何一方向国际政府间组织、国际非政府组织、国家非政府组织、国家政府组织或国家公共机构确认此类贸易关税的行为，均不能视为双方可以不承担证明此类关税确实存在，且应适用于相应的活动领域的责任。 |
| **REPRESENTATIVES OF THE PARTIES AND COMMUNICATIONS**  双方代表和沟通形式 |
| For the purpose of proper performance of their obligations under this Agreement, Parties have appointed the following authorized persons:  为根据本协议恰当履行其义务，双方指派以下经过授权的人员： |
| from the Reseller - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email \_\_\_\_\_\_\_\_\_\_\_\_\_, telephone number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_); |
| 分销商方——\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_（电子邮件：\_\_\_\_\_\_\_\_\_\_\_\_\_，电话号码：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_）；  from the ADR - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email \_\_\_\_\_\_\_\_\_\_\_\_\_, telephone number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_); |
| ADR方——\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_（电子邮件：\_\_\_\_\_\_\_\_\_\_\_\_\_，电话号码：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_）；  The Parties confirm and agree that the named persons possess all necessary powers and permissions to take legal and actual actions on the Parties’ behalf.  双方确认并同意，以上指名的人员拥有所有必要权力和权限，可代表各方采取法律和实际措施。 |
| Parties have agreed that document sent by Parties in the course of communications under paragraph 13.1 hereof shall be considered made in simple written form according to the provisions of the applicable law until receiving of original documents which shall be send to a Party not later than three (5) days after sending such documents in electronic form except cases provided in paragraph 13.3.  双方同意，根据适用法律的条款，双方按照本协议第13.1节在沟通过程中发送的文件，应视为简单书面形式文件，直至收到原始文件，而原始文件应在发送此类文件的电子格式后不晚于三（3）天内发送给另一方，第13.3节中提及的情况除外。 |
| Documents made in electronic form and placed by ADR on Site or (and) in Reseller’s Private area, are considered by Parties made in simple written form without the need to comply with the conditions of paragraph 13.2 regarding the procedure of sending of the original documents.  ADR展示在网站上或（并）展示在分销商专用区域内的电子形式文件被双方视为简单书面形式，无需遵守第13.2节关于发送原始文档的程序的规定。 |
| **CONFIDENTIALITY**  保密性 |
| All provisions of this Agreement, as well as of the appendices, additional agreements and (or) amendments thereto, being integral part thereof, as well as information (documents) transferred (provided) within this Agreement shall be confidential. The Parties mutually undertake to keep information confidential. Provision of access to confidential information (disclosure thereof) by any Party shall only possible on the other Party's prior written consent. Information regarding breach of Parties’ rights, as well as breach ADR’s rights including ADR’s intellectual rights, deemed not confidential.  本协议的所有条款、附录、附加协议和（或）作为协议整体中一部分的协议修改，以及本协议中传达（提供）的信息（文件）均应保密。双方均保证确保信息保密性。任意一方，只有在得到另一方事先书面同意后，才能提供访问保密信息的权限（披露信息）。关于双方权利受到侵犯、包括知识产权在内的ADR权利受到侵犯的信息不视为机密。 |
| In case of breaching of paragraph 14.1, a Party that has committed such breach is obligate to compensate to another Party all its losses.  在违反第14.1节的情况下，违反规定的一方有义务向另一方赔偿所有损失。 |
| Provisions of this Agreement, as well as of the appendices, additional agreements and (or) amendments thereto, being integral part thereof, may become known to third parties in violation of Parties' will only due to lawful, grounded and reasonable acts of public authorities and (or) officials, governmental organizations, non-governmental organizations possessing such powers according to applicable law. In that case, a Party shall be released from responsibility for failure to keep information confidential. At the same time, such Party undertakes to notify the other Party on such disclosure of confidential information reasonably in advance.  本协议的条款、附录、附加协议和（或）作为协议整体中一部分的协议修改，可能因依据适用法律拥有相应权力的公共机构和（或）官员、政府组织、非政府组织的合法、合理且有依据的行为，违背双方意愿被第三方得知。在此种情况下，相应一方不应承担未能保密信息的责任。与此同时，此方保证提前以合理方式通知另一方此类保密信息遭披露的情况。 |
| **OTHER TERMS AND CONDITIONS**  **其他条款和条件** |
| This Agreement shall come into effect and shall be legally binding form the moment of signing thereof and shall remain in force in term specified in article 4.  本协议自签署之时起生效，具有法律约束力，且在第4条中规定的期间内有效。 |
| License agreements in respect to Software (its elements) are integral part of this Agreement. All other appendices, additional agreements and (or) amendments to this Agreement, as well as mandatory rules and regulations are integral part of this Agreement, and deemed and interpreted as a whole agreement without any exceptions. Parties have agreed that the documents placed in Reseller’s Private area by ADR are integral part of this Agreement. Documents hereof shall come into effect for Reseller at the moment of its placing in Reseller’s Private area.  关于软件（其要素）的许可协议是本协议不可分割的一部分。其他所有附录、附加协议和（或）协议修改，以及强制性法律法规是本协议不可分割的一部分，应视作完整协议进行解释，无任何例外情况。双方同意，ADR展示在分销商专用区域的文件是本协议不可分割的一部分。相应文件自在分销商专用区域中开始展示时起生效。 |
| Parties have specially agreed that Reseller shall has no right to assign its right or (and) duties arising from this Agreement, in full of in part, to any third party, as well as Reseller shall has no right to encumber its right under this Agreement with rights of any third party without ADR’s prior written consent.  双方特此同意，分销商无权将其因本协议产生的权利或（和）责任全部或部分转让给任意第三方，同时分销商也无权在未得到ADR事先书面同意的情况下因任意第三方的权利而妨害本协议中规定的相应权利。 |
| Invalidity of any of the terms of this Agreement shall not result in invalidity of the Agreement as a whole.  本协议中任何条款失效，不会导致协议整体失效。 |
| In respect to any other matter not provided for by this Agreement, the Parties shall act according to the provisions of applicable law and practice of application thereof by jurisdictional authorities.  关于本协议中未涉及的其他任何事项，双方应根据适用法律的条款和主管机关的适用实践采取行动。 |
| This Agreement has been made in duplicate in the Russian and English languages, both counterparts having the equal legal effect, by one counterpart for each of Parties. In case of any contradictions between the languages of this Agreement, as well as in case of translation of this Agreement into any other language, the Parties shall act according to the text of this Agreement in Russian as the source language.  本协议一式两份，以俄语和英语订立，两份协议具有同等法律效力，双方各持有一份。如果两种语言的协议有任何冲突，或者翻译成其他任何语言的协议中存在冲突，则双方应根据以俄语作为源语的协议采取行动。 |
| Headings of articles, as well as numbering of articles (paragraphs), are inserted for convenience of use and perception of the provisions of this Agreement only. Except where otherwise proceeds from context, any grammatical gender in this Agreement shall include all grammatical genders, and singular shall include plural, and vice versa.  各条款的标题以及编号（章节）仅出于方便目的添加，用于理解本协议的条款。除非上下文中另有指代，否则本协议中的所有语法性别均应包括所有语法性别，单数形式应包含复数的意义，反之亦然。 |
| **ADDRESSES, DETAILS AND SIGNATURES OF PARTIES**  **双方地址、介绍和签名** |
| [ADR’s details]  ADR介绍  Signed for and on behalf of ADR:  代表ADR签名：  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ |
| [Reseller’s details]  分销商介绍  Signed for and on behalf of Reseller:  代表分销商签名：  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ |