

## LICENSE AGREEMENT

THIS AGREEMENT IS INTENDED TO BE LEGALLY BINDING.

BY INSTALLING OR USING ONLYOFFICE SOFTWARE YOU INDICATE THE FOLLOWING:

- (1) YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM; AND
- (2) YOU FULLY ACCEPT THE TERMS OF THIS AGREEMENT WITHOUT ANY EXCEPTIONS.

## LICENSE AGREEMENT 1

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## DEFINITIONS

References used in this Agreement are understood as follows:

“ONLYOFFICE Document Server” means office server software for documents, spreadsheets and presentations editing (including the Open Source Software incorporated therein) provided by us, its source code, object code, binary codes, compiled object code as well as any related documentation in accordance with the description on the official website [www.onlyoffice.com](http://www.onlyoffice.com).

“ONLYOFFICE Docs Developer” means advanced version of office server software for online editing of documents, spreadsheets and presentations provided by Ascensio System SIA, its object code, binary codes, compiled object code as well as any related documentation.

“ONLYOFFICE” means all software provided by us in accordance with the official website at [www.onlyoffice.com](http://www.onlyoffice.com), including ONLYOFFICE Docs Developer.

“Effective Date” means the date when you click “Accept” button or otherwise install, download or use ONLYOFFICE.

“End Users” means any individual or entity to whom access and permission to use Licensed Software was legitimately provided by Licensee.

"Number of concurrent connections" means the number of simultaneous requests sent to ONLYOFFICE Document Server or the number of the documents simultaneously opened for editing on ONLYOFFICE Document Server.

"Location" means any physical address where a Product is developed or presented for End Users.

"EULA" means "End User License Agreement" the License Agreement between you and your End User.

"Expiration date" means the last calendar day of your Subscription Period.

“Services” means the consulting and/or other services described in Section 5.

“License Fee” means amount of remuneration that you pay to us for the Services described in Section and for the right to use ONLYOFFICE Docs Developer and the updates.

"License Type" means set of technical parameters and rules of usage defined for specific License Fee and selected by you by installing of ONLYOFFICE Docs Developer.

“Intellectual Property Rights" means all intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, service marks, database rights, topography rights, confidential information, know how or trade secrets, and any other rights of a similar nature whether or not any of the same are registered, and the right to apply for any of them.

“License Key” means a computer file containing a unique combination of characters that allows you to use ONLYOFFICE Docs Developer limited to Number of concurrent connections, and other Licensed Software attributes.

“Trial License Key” means a limited free-of-charge License Key that allows to evaluate the full functionality of ONLYOFFICE Docs Developer.

“Open Source Licenses” means licenses for the Open Source Software as defined below.

“Open Source Software” means the third party open source software components included in ONLYOFFICE.

“Products” means your software products and associated services and further restricted to only one product if no further Products are added as Annexes to this Agreement upon mutual agreement with explicit written authorization from us through a contract amendment signed by both parties.

“SaaS” means “software as a service” in which software is licensed on a subscription basis and software application is used by End User as a service on demand and is centrally hosted by the service provider.

“Specification” means the specification for ONLYOFFICE set out on our official website [www.onlyoffice.com](http://www.onlyoffice.com).

"Subscription Period" means the period of time when we will provide you with the updates for ONLYOFFICE Docs Developer. Subscription Period is defined for each License Type according to our official website [www.onlyoffice.com](http://www.onlyoffice.com).

"Website" means domain name (and all related sub-domains) and data files accessible through TCP or any other connection by resolving domain name to IP address of the corresponding web-server containing data files.

## 1. GRANT OF LICENSE

1.1. We grant you a non-exclusive, limited, non-transferable, revocable, worldwide license to use ONLYOFFICE Docs Developer for your own purposes on the certain number of Locations and with the maximum Number of concurrent connections limited by the License Type. You are herein entitled to grant sub-licenses to use ONLYOFFICE Docs Developer to your End Users.

1.2. We will provide you with a License Key which will allow you to use ONLYOFFICE Docs Developer and get updates for the period specified in Section 6.

1.3. EULA must correspond to the applicable law. End Users shall not be entitled by EULA to grant sub-license to others.

1.4. You do not acquire any exclusive (economic) rights to ONLYOFFICE or any connected documentation according to this Agreement and we are not alienating any rights.

1.5. You shall pay to us a License Fee in amount specified on our official website [www.onlyoffice.com](http://www.onlyoffice.com).

1.6. You are granted to use ONLYOFFICE Docs Developer for legitimate purposes only.

1.7. You are granted to use ONLYOFFICE Docs Developer to conduct certain activities specified for the selected License Type. Any other activity which is not indicated in this Agreement and is not allowed by governing law shall be considered as infringement of exclusive (economic) rights.

1.8. Sub-license remuneration shall be set pursuant to the amount specified for specific License Type selected.

1.9. You shall ensure that all your End Users accept your sub-license agreement and pay sub-license remuneration along with all necessary taxes according to applicable law. This Agreement explicitly prohibits Licensee' End Users access to Licensed Software features free of charges of any kind, save in connection with a free trial of a Product in the ordinary course of Licensee business.

1.10. Sub-license agreement between you and End Users shall not grant rights to undertake any activity which is not permitted by this Agreement.

## 2. USING ONLYOFFICE UNDER YOU OWN BRAND NAME AND/OR LOGO

2.1. You may integrate your own brand name and/or logo into Licensed Software according to our technical requirements and instructions described on the official web-page at [api.onlyoffice.com](http://api.onlyoffice.com) not in any other manner without the prior written consent of Ascensio.

2.2. You shall abstain from any modification which may cause any confusion or misrepresentation about the rightholder of ONLYOFFICE Docs Developer.

2.3. Licensee may not adopt any business name, trade name or trademark that is confusingly similar to “Ascensio”, “ONLYOFFICE” or any other trade name, trademark or service mark utilized by Ascensio or any of its Affiliates.

### 3. LICENSE TYPES DESCRIPTION

#### 3.1. Development Server

Development Server License permits you to develop a Product based on ONLYOFFICE Docs Developer with the available Number of concurrent connections specified by the tariff plan selected for usage at one Location. No distribution, public sites and services, extranet or SaaS allowed.

#### 3.2. Non-Production Server

Non-Production Server license permits you to use the ONLYOFFICE Docs Developer for internally-used additions or extensions, testing, backup, staging and quality assurance. Non-Production Server license allows you to test ONLYOFFICE Docs Developer as an integrated Product installed on your server hardware with the available Number of concurrent connections specified by the tariff plan selected for usage at one Location for Non-Production servers. Only web-based usage allowed. Public sites and services, extranet or SaaS are not included. No Development Server license is included. Non-Production Server may not be used in any way for Production use. The Non-Production Server is used only if the Production Server is purchased. You are not entitled to use Non-Production Server upon Expiration Date. If your Subscription Period expires, you shall immediately cease and desist to use Non-Production Server in any way.

#### 3.3. Production Server

Production Server license permits you to distribute ONLYOFFICE Docs Developer as integrated into a Product installed on your or End User's server hardware with the available Number of concurrent connections specified by the tariff plan selected for usage at one Location for production servers. Only web-based usage allowed. Public sites and services, extranet or SaaS included. No Development Server license is included. You are not entitled to use Production Server upon Expiration Date. If your Subscription Period expires, you shall immediately cease and desist to use Production Server in any way.

#### 3.4. Production Cluster

Cluster license permits you to distribute ONLYOFFICE Docs Developer as integrated into a Product installed on your or End User's server hardware with the available Number of concurrent connections and at the number of Locations for Production Servers specified by the tariff plan selected for usage. Only web-based usage allowed. Public sites and services, extranet or SaaS included. No Development Server license is included. You are not entitled to use Cluster upon Expiration Date. If your Subscription Period expires, you shall immediately cease and desist to use Cluster in any way.

#### 4. TRIAL LICENSE KEY

4.1. The Trial License Key for ONLYOFFICE Docs Developer provides an one-time thirty (30) consecutive calendar day trial period during which you can use ONLYOFFICE Docs Developer free of charge for development purposes with the Number of concurrent connections specified on our official website [www.onlyoffice.com](http://www.onlyoffice.com).

4.2. The trial license will apply solely during the trial period and will commence on the day when you install ONLYOFFICE Docs Developer and remains in force till the end of the trial period or until you activate ONLYOFFICE Docs Developer with the License Key sent to you after paying License Fee to Ascensio System SIA for an appropriate License Type.

4.3. Upon the expiration of the trial period, your free access to ONLYOFFICE Docs Developer will be blocked. Ascensio System SIA disclaims all liability for any loss arising out of your use of ONLYOFFICE Docs Developer as described in this section that you or any third party suffer.

4.4. In order to use ONLYOFFICE Docs Developer after expiration of the trial period you have to pay License Fee to Ascensio System SIA for an appropriate License Type.

#### 5. SERVICES

5.1. We provide the Services for ONLYOFFICE Docs Developer only.

5.2. We will provide you with consulting help and updates for Licensed Software once they are available during the period defined by the pricing plan selected from the Effective Date according to SLA available on our Official website <https://onlyo.co/372RPLE>. It shall be rendered via Internet and/or email. The pricing terms are correct at the time they are posted online on our Official website, but are subject to change. We reserve the right to amend these terms from time to time, please check <https://onlyo.co/372RPLE> for our most up-to date terms. New terms apply for every new support "to sign" subscription accordingly.

5.3. Our Services include:

- provision of updates for ONLYOFFICE Docs Developer which may become available during 1 (one) year of the Effective Date,
- technical consulting services.

5.4. We will provide you updates for ONLYOFFICE Docs Developer during one year from the Effective Date free of charge as they become available. However, you shall be exclusively responsible for installing any update for ONLYOFFICE Docs Developer.

5.5. We may refuse to provide the Services and suspend you and your End Users' right to use the License Keys received from us if either:

(1) you have payment overdue and we have issued you with a written notice of our intention to exercise our rights unless you pay the required amount within 30 days of your receipt of such written notice and you have failed to make such payment within such period;

(2) you have infringed our Intellectual Property Rights or in case of breach of the Agreement and/or any applicable laws or regulations by you.

5.6. 5.6. If you need consulting help when using Licensed Software you may file a request by submitting the form at <https://www.onlyoffice.com/support-contact-form.aspx>. All services not explicitly listed in this Agreement are considered Out of Scope of this Agreement and may be provided to Licensee for the additionally negotiated price for the requested Scope of Service through Statement of Work agreements.

5.7. We do not provide technical consulting services if you or anyone else have modified source or object code of your copy of Licensed Software in any way. Considering the nature of Open Source software and complexity of Licensed Software, our technical staff is able to provide proper technical consulting services only if you use official builds of Licensed Software packaged by ONLYOFFICE team or its affiliates. Modifying official builds of Licensed Software contrary to this provision is at your own risk and subject to your sole responsibility. Therefore, if you have encountered any problem or error with modified Licensed Software, you're not entitled to receive technical consulting services regarding the modified elements of Licensed Software.

## 6. UPDATES

6.1. During Subscription Period we will provide you with the updates for ONLYOFFICE Docs Developer free of charge as they become available.

6.2. You shall be responsible for installing any update of ONLYOFFICE Docs Developer.

6.3. The new versions of ONLYOFFICE Docs Developer released after Expiration Date can not be activated with your current License Key.

6.4. You may get a new License Key to be able to install and activate new updates for ONLYOFFICE Docs Developer by paying License Fee to Ascensio System SIA for an appropriate License Type within License Term.

## 7. TERMS OF PAYMENT

7.1. License Fee shall be paid in EURO.

7.2. License Fee is payable in advance and is not refundable.

7.3. The amount and terms of payable License Fee is indicated on our official website [www.onlyoffice.com](http://www.onlyoffice.com).

7.4. We have the right to modify the amount of your License Fee for any future period.

7.5. Upon receiving the License Fee we will send you a License Key along with instructions on how to install and activate Licensed Software .

7.6. You should activate your copy of the Licensed Software by inserting the License Key sent in the appropriate field. You must use one License Key per one copy of Licensed Software depending on your pricing plan. You shall immediately notify us in case of loss or compromise or suspected compromise of License Key.

7.7. Every License Key is limited by specific Number of concurrent connections to Document Server; this configuration is defined for every pricing plan on the Official website.

## 8. TERM AND TERMINATION

8.1. License terms are set for each License Type and contained on our official website [www.onlyoffice.com](http://www.onlyoffice.com)

8.2. This Agreement may be terminated at any time by mutual written consent of both Parties upon sending a written notice of termination to Ascensio at least sixty (60) days prior.

8.3. The Agreement may be terminated by the Licensor at any time only upon giving the Licensee at least sixty (60) days prior written notice of termination.

8.4. Licensor is entitled to immediately terminate this Agreement without any refunds and without giving any advance notice in case of material breach of the Agreement and/or any applicable laws or regulations by you. In this case license is considered revoked and you shall return or destroy License Key and also you shall cease any use of ONLYOFFICE software immediately upon receiving notice of termination of this Agreement from us. Parties explicitly agreed that copyright violation and / or breach of section 9 of this Agreement constitutes a material breach of the Agreement.

8.5. Assignment. Neither Party may assign, sublet, or transfer its rights under or interest in this Agreement without the written consent of the other party. A merger of a Party with another entity or a change in control of a Party will not constitute an assignment, sublet or transfer of this Agreement. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

## 9. LICENSE SCOPE

9.1. You shall have the right to:

9.1.1. use ONLYOFFICE Docs Developer according to its functional purpose;

9.1.2. temporarily reproduce ONLYOFFICE Docs Developer;

9.1.3. use ONLYOFFICE Docs Developer in other ways expressly stipulated by appropriate License type.

9.2. You shall not:

9.2.1. develop a competitive SDK product or service on the basis of ONLYOFFICE Docs Developer, i.e. a product or service using similar ideas as those of components offered for integration in other commercial products;

9.2.2. prepare derivative work based on ONLYOFFICE except for the reasons indicated in this Agreement;

9.2.3. modify, interfere with or disrupt the integrity or performance of ONLYOFFICE Docs Developer or any data contained therein;

9.2.4. copy or reproduce in any other way ONLYOFFICE except for a reasonable number of machine-readable copies for backup or archival purposes and except as expressly permitted in this Agreement or by governing law;

9.2.5. decompile, disassemble, reverse, engineer, analyze, convert or translate in any way binary elements of Licensed Software except for the reasons specified in Article 6 of Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs;

9.2.6. remove, obscure or in any way interfere with any copyright, attribution, trademark notice, warning or disclaimer statement annexed to, incorporated in or otherwise applied to Licensed Software;

9.2.7. Offer Licensed Software in Authorized Products that are unconditionally free to End Users (where Authorized Products pricing allows permanent and unconditional free use of Licensed Software as a part of a general Product use). However Licensees can offer limited-time free promotional and trial access to End Users;

9.2.8. use ONLYOFFICE Docs Developer in any way that is not expressly permitted by this Agreement.

9.2.9. use ONLYOFFICE Docs Developer for any purpose that is unlawful or prohibited by this Agreement or Governing law, or to solicit the performance of any illegal activity or other activity which infringes our rights or rights of others.

## 10. AUDIT RIGHTS

10.1. We shall have the right to conduct audit and inspect your records and source code of your products anytime at our own discretion upon not less than five (5) business days prior notice delivered to you and you shall provide us with all the data and materials we request from you.

10.2. Such audit may be conducted remotely, in which case you shall provide us with unrestricted access to all the necessary data we request from you, including source code of software developed by you.

10.3. If, upon any audit and inspection of your books and records pursuant hereto, we shall discover any royalty underpayment by you, we shall make a written request for recovery of such underpayment. This request shall set forth the amount and basis for the claim of underpayment.

10.4. If, upon any audit and inspection of your data or software pursuant hereto, we shall discover any copyright infringement by you, we are entitled at our own discretion to either immediately terminate this Agreement pursuant to clause 8.3 or demand to immediately rectify this issue in timely manner.

10.5. We shall have the right to conduct audit not more frequently than once every twelve (12) months.

10.6. By requesting an audit, we do not waive our rights to enforce this Agreement or to protect our intellectual property by any other means permitted by law.

## 11. WARRANTIES AND LIMITATION OF LIABILITY



11.1. ONLYOFFICE Docs Developer and all related services are provided “as is” without any warranties unless otherwise specified in this Agreement.

11.2. To the maximum extent permitted by law, we exclude all warranties unless otherwise specified in this Agreement.

11.3. We and/or any of our subsidiaries, employees, agents and affiliates are not liable for any loss or damage that may arise to you or to the End users under or in connection with this Agreement or by using or in connection with ONLYOFFICE Docs Developer, including but not limited to any (direct or indirect) monetary loss, loss of contracts, goodwill, reputation and any loss that may arise from interruption of the business or any other type of loss or damage.

11.4. Limited Warranty Ascensio represents and warrants that Licensed Software will substantially conform to the specifications provided in Annex III. Licensee’s sole and exclusive remedy, and Ascensio’s sole obligation, for breach of the foregoing warranties shall be for Ascensio, at its option, to correct, repair or replace Licensed Software.

11.5. Exclusions The warranties provided in this Section will not apply to Licensed Software that (i) is modified by Licensee or its employees or agents, (ii) is damaged after acceptance by Licensee by any cause other than a failure that results from a breach of warranty by Ascensio, or (iii) fails to be compatible with any other systems or operating environment.

11.6. Disclaimer EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ASCENSIO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO LICENSEE IS PROVIDED “AS IS” WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. ASCENSIO DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE. ASCENSIO CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ASCENSIO WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY LICENSEE SYSTEM.

11.7. Notwithstanding any other provision of this Agreement, in no event will EITHER PARTY’S aggregate liability to Licensee for any breach of this Agreement or any other claim, suit or proceeding arising out of this Agreement or any acts or omissions contemplated by this Agreement exceed an amount equal to the aggregate fees PAYABLE OR received by Ascensio from Licensee during the twelve (12) months immediately preceding the date on which such liability first arose.

11.8. We warrant and represent that:

(a) we shall at all times have full capacity and authority to enter into and perform this Agreement and that it is executed by a duly authorized representative of us;

(b) we shall perform our obligations pursuant to this Agreement in compliance with all applicable laws;

(c) we have obtained and will maintain all necessary licenses, permissions, authorizations, consents, approvals and permits to enter into and perform our obligations under this Agreement;

(d) we own, have obtained or shall obtain valid licenses for all Intellectual Property Rights that are necessary for the performance of our obligations under this Agreement and the use of ONLYOFFICE Docs Developer by you and your End Users;

(e) ONLYOFFICE Docs Developer is and shall remain in compliance with the Specification set out on our official website [www.onlyoffice.com](http://www.onlyoffice.com);

(f) ONLYOFFICE Docs Developer and all upgrades to ONLYOFFICE Docs Developer provided or released by us shall not infringe any third party's Intellectual Property Rights and shall be free from material errors and defects.

11.9. We shall promptly notify you if any claim or demand is made or action brought against us for infringement of any Intellectual Property right that may affect our supply of ONLYOFFICE Docs Developer or provision of the Services.

11.10. Save as granted under this Agreement, neither Party shall acquire any right, title or interest in the other party's pre-existing Intellectual Property Rights. Without prejudice to the generality of the foregoing, Licensor shall not acquire any interest in Licensee Products.

11.11. The Open Source Software is licensed pursuant to the respective Open Source Licenses. Licensor warrants and represents that:

11.11.1. Licensor is and shall remain compliant with the Open Source Licenses;

11.11.2. nothing in the Open Sources Licenses prohibits or restricts Licensee's use of the Licensed Software in accordance with this Agreement; and

11.11.3. nothing in the Open Source Licenses shall require Licensee to make the source code of Licensee Products available to any third party, including, without limitation: (i) us; (ii) the End Users; or (iii) the licensors of the Open Source Software.

## 12. MISCELLANEOUS

12.1. We shall be entitled to refer to the licenses and services already provided or to be provided for you on our official website and in our materials, as a reference for advertising purposes and use the logo and your company name for this purpose.

12.2. All disputes and differences which may arise out of this Agreement or in connection with it shall be settled with in an amicable way by negotiations when it is possible.

12.3. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by in accordance with the law of Republic of Latvia (governing law).

12.4. The Parties also agree that all possible dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents.

12.5. Force Majeure. Neither Party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labor dispute, failures or fluctuations in power, heat, internet, light, air conditioning or telecommunications equipment. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either Party may cancel unperformed services upon written notice.

12.6. Severability. Any provision or part of the Agreement held to be void or unenforceable under any applicable law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.