

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.

DEFINITIONS 1

1. LICENSE GRANT 2

2. OWNERSHIP 2

3. PAYMENT AND TAXES 2

4. RESTRICTIONS 3

5. SUPPORT AND SERVICES 4

6. ADDITIONAL RESTRICTIONS 5

7. TERM AND TERMINATION 5

8. WARRANTIES AND LIMITATION OF LIABILITY 5 9. AUDIT RIGHTS

.....6

10.

MISCELLANEOUS.....

..7

DEFINITIONS

“ONLYOFFICE Document Server” means open-source office server software provided by Ascensio System SIA, its object code, binary codes, compiled object code as well as any related documentation. The source codes of ONLYOFFICE Document Server are published at <https://github.com/ONLYOFFICE> under AGPL v.3 license and can be modified at any time without prior notice.

“ONLYOFFICE Docs Enterprise” means an advanced version of ONLYOFFICE Document Server for professional functions of document editing in accordance with the description on the official website www.onlyoffice.com.

“ONLYOFFICE” means all software provided by Ascensio System SIA in accordance with the official website at www.onlyoffice.com.

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

“License Key” means a computer file containing a unique combination of characters that allows you to use ONLYOFFICE Docs Enterprise.

“License Fee” means a regular payment by you to us for the right to use ONLYOFFICE Docs Enterprise.

“Platform” means a software environment that is installed on your server hardware and integrated with Licensed Software.

1. LICENSE GRANT

1.1. We grant you a non-exclusive, worldwide license to use ONLYOFFICE Docs Enterprise for your own purposes on the certain number of Locations and with the maximum Number of concurrent connections limited by the License Type.

1.2. We will provide you with a License Key which will allow you to use ONLYOFFICE Docs Enterprise and get updates for the period specified in Section 5.

1.3. 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.

1.4. You shall pay to us a License Fee in amount specified on our official website www.onlyoffice.com.

1.5. You are granted to use ONLYOFFICE Docs Enterprise for legitimate purposes only.

1.6. You are granted to use ONLYOFFICE Docs Enterprise 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.

2. OWNERSHIP

Please note that this is a license agreement and not a sales contract. We reserve all intellectual property rights to ONLYOFFICE and its original components including trademarks and related confidential information.

3. PAYMENT AND TAXES

3.1. In order to use ONLYOFFICE Docs Enterprise you shall pay us a License fee. The License Fee is payable according to the selected plan listed on the official website www.onlyoffice.com.

3.2. Upon receiving the License Fee we will send you a License Key along with instructions on how to install and activate ONLYOFFICE Docs Enterprise.

3.3. You should activate your copy of ONLYOFFICE Docs Enterprise by activating the License Key sent. You must use one License Key per one copy of ONLYOFFICE Docs Enterprise integrated into two Platforms installed on your server hardware.

3.4. 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 www.onlyoffice.com.

3.5. If you are not satisfied with our product and terminate the Agreement within 30 days from the Effective Date we will return you your License Fee; otherwise, this Fee shall be considered non-recoverable.

3.6. You are granted updates and support for your version of ONLYOFFICE Docs Enterprise for the period defined by the pricing plan selected. After this period you may continue to use ONLYOFFICE Docs Enterprise in its full functionality. You may prolong the right for getting support and updates for ONLYOFFICE Docs Enterprise by purchasing the appropriate pricing plan from our official website www.onlyoffice.com and activating the new License Key on your server.

3.7. We shall have the right to modify the amount of the License Fee for any future period of using ONLYOFFICE Docs Enterprise by you at any time without prior notice.

3.8. We offer a special tariff plan ONLYOFFICE Docs Home Server for non-commercial home use under certain conditions. This License grants you the right to use ONLYOFFICE Docs Enterprise on 1 server for non-commercial purposes only.

3.9. ONLYOFFICE Docs Home Server may not be used on computers belonging to any legal entity (including but not limited to companies of any types, enterprises, government organizations etc.)

3.10. You agree not to transfer, assign, rent, lease, sublicense, or lend ONLYOFFICE Docs Home Server to any other person or legal entity.

3.11. We can offer ONLYOFFICE Docs Enterprise for free under certain conditions. These conditions can cover specific pricing plans, limit the number of users, term of the License Key or any other options and can be published on our official website www.onlyoffice.com, any other websites or offered to you personally in any possible way.

3.12. In a free copy of ONLYOFFICE Docs Enterprise we reserve the right to use Google Analytics or any other services for web analytics and add any advertising materials into such free copy. If you pay us a License Fee and insert your new License Key into your free copy of ONLYOFFICE Docs Enterprise we guarantee that no services for web analytics may be used or any advertising materials may be presented in your copy of ONLYOFFICE Docs Enterprise as long as your License Key is valid.

4. RESTRICTIONS

4.1. You shall have the right to:

4.1.1. use ONLYOFFICE Docs Enterprise according to its functional purpose;

4.1.2. temporarily reproduce ONLYOFFICE Docs Enterprise;

4.1.3. use ONLYOFFICE Docs Enterprise in other ways expressly stipulated by appropriate License type.

4.2. You shall not:

4.2.1. use ONLYOFFICE Docs Enterprise as a public SaaS solution under this Agreement;

4.2.2. install and run an ONLYOFFICE Docs Enterprise server software instance in more than one physical location at the same time, or on more than one active Virtual Machine at the same time integrated into more than two Platforms, per one ONLYOFFICE Docs Enterprise license purchased;

- 4.2.3. develop a competitive product or service on the basis of ONLYOFFICE, i.e. a product or service using similar ideas as those of components offered for integration in other commercial products unless otherwise is expressly specified in this Agreement (or Annexes to this Agreement);
- 4.2.4. prepare derivative work based on ONLYOFFICE except for the reasons indicated in this Agreement;
- 4.2.5. modify, interfere with or disrupt the integrity or performance of ONLYOFFICE Docs Enterprise or any data contained therein;
- 4.2.6. 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;
- 4.2.7. decompile, disassemble or translate in any way binary elements of ONLYOFFICE Docs Enterprise 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;
- 4.2.8. 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;
- 4.2.9. amend or modify End User license agreement to ONLYOFFICE Docs Enterprise without our prior written consent;
- 4.2.10. use ONLYOFFICE Docs Enterprise in any way that is not expressly permitted by this Agreement;
- 4.2.11. use ONLYOFFICE Docs Enterprise 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.

5. SUPPORT AND SERVICES

5.1. We will provide you with consulting help and updates for ONLYOFFICE Docs Enterprise 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>.

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 subscription accordingly.

5.2. Our services include

- provision of updates for ONLYOFFICE Docs Enterprise once they are available during the period defined by the pricing plan selected,
- technical consulting services during the period defined by the pricing plan selected.

5.3. All the services are provided via e-mail.

5.4. If you need consulting help when using ONLYOFFICE you may file a request by submitting the form at <https://www.onlyoffice.com/support-contact-form.aspx>.

5.5. We do not provide technical consulting services for the versions of ONLYOFFICE Docs Enterprise provided for free.

6. ADDITIONAL RESTRICTIONS

6.1. You should not make your License Key(s) available to any third persons that do not have access to your copy of ONLYOFFICE. You should take any reasonable measures with a view to prevent such third persons from receiving your License Key(s).

6.2. You must use one License Key per one copy of ONLYOFFICE Docs Enterprise depending on your pricing plan.

6.3. You should not try to disassemble, reverse engineer, analyze, decompile or convert your copy of ONLYOFFICE Docs Enterprise or permit third parties to do so.

7. TERM AND TERMINATION

7.1. Your License for ONLYOFFICE Docs Enterprise is valid for the period defined by the pricing plan selected. You are granted the right to get free updates and support during the period defined by the pricing plan selected by you in accordance with our official website at www.onlyoffice.com.

7.2. You may cease to use ONLYOFFICE Docs Enterprise at any time.

7.3. We are 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 4 of this Agreement constitutes a material breach of the Agreement.

7.4. In the event of the merger of the Licensee Company or the acquisition of substantially all of the Licensee Company's stock or assets, this Agreement shall be terminated.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1. ONLYOFFICE Docs Enterprise and all related services are provided "as is" without any warranties unless otherwise specified in this Agreement.

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

8.3. We and/or any of our subsidiaries, employees, agents and affiliates are not liable for any loss or damage that may arise to you under or in connection with this Agreement or by using or in connection with ONLYOFFICE Docs Enterprise, 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.

8.4. Each Party's aggregate liability toward the other Party is limited by the amount of License Fees that have already been paid or under this Agreement unless otherwise specified in this Agreement.

8.5. 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 Enterprise by you;
- e) ONLYOFFICE Docs Enterprise is and shall remain in compliance with the Specification set out on our official website www.onlyoffice.com;
- f) ONLYOFFICE Docs Enterprise and all upgrades to ONLYOFFICE Docs Enterprise provided or released by us shall not infringe any third party's Intellectual Property Rights and shall be free from material errors and defects.

8.6. We shall indemnify you in full and on demand against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred by reason of (i) any infringement of any Intellectual Property Right by ONLYOFFICE Docs Enterprise or the services; or (ii) any breach of the warranties in clause 8.5.

8.7. 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 Enterprise or provision of the Services.

8.8. You shall immediately notify us in case of loss or compromise or suspected compromise of License Key.

9. AUDIT RIGHTS

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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 9.3 or demand to immediately rectify this issue in timely manner.

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

9.6. 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.

10. MISCELLANEOUS

10.1. We shall have the right to change or complement this Agreement for any future period of using ONLYOFFICE by you at any time.

10.2. 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.

10.3. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

10.4. This Agreement constitutes an entire agreement between you and us and govern your use of ONLYOFFICE except and to the extent that you have entered into a separate agreement on the subject.

10.5. This Agreement supersedes any prior agreements or earlier versions of this Agreement as far as the use of ONLYOFFICE is concerned.

10.6. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Latvia which shall have exclusive jurisdiction over all issues related to this Agreement.