

ONLYOFFICE DocSpace Developer 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

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

“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.

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

“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 DocSpace Developer.

“License Fee” means a regular payment by you to us for the Services described in Section 6 and for the right to use ONLYOFFICE DocSpace Developer and the updates.

“Licensed Software” means ONLYOFFICE software you entitled to use in accordance with this Agreement.

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

“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.

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

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

“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.

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

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

“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.

“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.

1. License Grant

1.1. Licensors grants Licensee a **non-exclusive, limited, non-transferrable, revocable, worldwide** license to use Licensed Software as provided in this Agreement with the power to grant sublicenses to use Licensed Software. However, the sublicensees shall not have any right to further sublicense Licensed Software. The amount of License Keys depends on chosen Tariff plan according to the terms stipulated on the Official website at www.onlyoffice.com.

1.2. Whenever you provide Licensed software to End Users, you shall not exceed the scope of this Agreement.

1.3. Licensors shall retain all right, title and interest, including all Intellectual Property Rights to the Licensed Software.

1.4. You are granted to use ONLYOFFICE DocSpace Developer for legitimate purposes only.

1.5. Licensee does not acquire any exclusive (economic) rights to the Licensed Software or any connected documentation according to this Agreement and Licensors is not alienating any rights. We reserve all Intellectual Property Rights to Licensed Software and its original components including trademarks and related confidential information.

1.6. You are granted to use ONLYOFFICE DocSpace 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.

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

1.8. 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's 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.

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

2. License Types Description

2.1. Development Server

Development Server License permits you to develop a Product based on ONLYOFFICE DocSpace 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.

2.2. Non-Production Server

Non-Production Server license permits you to use the ONLYOFFICE DocSpace Developer for internally-used additions or extensions, testing, backup, staging and quality assurance.

Non-Production Server license allows you to test ONLYOFFICE DocSpace 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.

2.3. Production Server

Production Server license permits you to distribute ONLYOFFICE DocSpace 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.

2.4. Production Cluster

Cluster license permits you to distribute ONLYOFFICE DocSpace 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.

3. Payment and Taxes

3.1. In order to use Licensed Software you shall pay us a License Fee. License Fee is payable in advance and is not refundable. The License Fee is payable according to the selected Tariff plan listed on the Official website at 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 Licensed Software. License Key will allow you to use ONLYOFFICE DocSpace Developer and get updates for the period specified in Section 8.

3.3. You should activate your copy of 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.

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.

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 Licensed Software for the period defined by the pricing plan selected. You may prolong the right for getting support and updates for Licensed Software by purchasing the appropriate pricing plan from our Official website and inserting the new License Key in the appropriate field of Licensed Software installed on your server.

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

3.8. We can offer Licensed Software 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, any other websites or offered to you personally in any possible way.

3.9. In a free copy of Licensed Software 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 Licensed Software we guarantee that no services for web analytics may be used or any advertising materials may be presented in your copy of Licensed Software as long as your License Key is valid.

4. Re-branding

4.1. If your pricing plan includes a re-branding option you may use Licensed Software under your own brand name and logo provided that you have paid us the License Fee. You may integrate your own brand name and/or logo into ONLYOFFICE DocSpace Developer

4.2. In this case you may arrange your own brand name and/or logo for Licensed Software in accordance with our technical requirements and instructions described on the official web-page at api.onlyoffice.com not in any other manner without the prior written consent of Ascensio.

4.3. Once you have changed the logos in Licensed Software using the appropriate function your copy of Licensed Software remains re-branded.

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

4.5. 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.

5. License Scope

5.1. Licensee shall have the right to:

- 5.1.1. use ONLYOFFICE DocSpace Developer according to its functional purpose;
- 5.1.2. distribute Licensed Software;
- 5.1.3. copy (in connection with electronic distribution only), market and license in any media throughout the world Licensed Software;
- 5.1.4. make Licensed Software available via the Internet or by other means, so that it is accessible in an individually selected location and at an individually selected time;
- 5.1.5. temporarily reproduce Licensed Software;
- 5.1.6. provide any paid services related to Licensed Software to your End Users;
- 5.1.7. license Licensed Software to third parties;
- 5.1.8. use, publicly display, perform and temporarily reproduce Licensed Software solely for the purpose of marketing or demonstrating to End Users.

5.2. Licensee shall not:

- 5.2.1. use Licensed Software in any other way other than specified in this Agreement;
- 5.2.2. develop a competitive SDK product or service on the basis of ONLYOFFICE DocSpace Developer, i.e. a product or service using similar ideas as those of components offered for integration in other commercial products;
- 5.2.3. prepare derivative work based on ONLYOFFICE except for the reasons indicated in this Agreement;
- 5.2.4. modify, interfere with or disrupt the integrity or performance of Licensed Software or any data contained therein;
- 5.2.5. 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. Also you should not or permit third parties to do so;
- 5.2.6. 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;
- 5.2.7. make your License Key(s) available to any third persons that do not have access to your copy of Licensed Software. You should take any reasonable measures with a view to prevent such third persons from receiving your License Key(s).
- 5.2.8. use Licensed Software in any way that is not expressly permitted by this Agreement.
- 5.2.9. use Licensed Software 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.
- 5.2.10. install and run Licensed 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 one Platform, per one Licensed Software license purchased.

6. Support and services

6.1. 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>.

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.

6.2. Our services include

- provision of updates for Licensed Software 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.
- 6.3. 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>.
- 6.4. We do not provide technical consulting services for the versions of Licensed Software provided for free.
- 6.5. 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.

7. Updates.

- 7.1. During Subscription Period we will provide you with the updates for ONLYOFFICE DocSpace Developer free of charge as they become available.
- 7.2. You shall be responsible for installing any update of ONLYOFFICE DocSpace Developer.
- 7.3. The new versions of ONLYOFFICE DocSpace Developer released after Expiration Date can not be activated with your current License Key.
- 7.4. You may get a new License Key to be able to install and activate new updates for ONLYOFFICE DocSpace Developer by paying License Fee to Ascensio System SIA for an appropriate License Type within License Term.

8. Trial License Key

- 8.1. The Trial License Key for ONLYOFFICE DocSpace Developer provides an one-time thirty (30) consecutive calendar day trial period during which you can use ONLYOFFICE DocSpace Developer free of charge for development purposes with the Number of concurrent connections specified on our official website www.onlyoffice.com.
- 8.2. The trial license will apply solely during the trial period and will commence on the day when you install ONLYOFFICE DocSpace Developer and remains in force till the end of the trial period or until you activate ONLYOFFICE DocSpace Developer with the License Key sent to you after paying License Fee to Ascensio System SIA for an appropriate License Type.
- 8.3. Upon the expiration of the trial period, your free access to ONLYOFFICE DocSpace Developer will be blocked. Ascensio System SIA disclaims all liability for any loss arising out of your use of ONLYOFFICE DocSpace Developer as described in this section that you or any third party suffer.
- 8.4. In order to use ONLYOFFICE DocSpace Developer after expiration of the trial period you have to pay License Fee to Ascensio System SIA for an appropriate License Type.

9. Term and Termination

- 9.1. Your License for Licensed Software is valid for one year. 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.
- 9.2. You may cease to use Licensed Software at any time.
- 9.3. The Agreement may be terminated by the Licenser at any time only upon giving the Licensee at least sixty (60) days prior written notice of termination.
- 9.4. Licenser 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 5 of this Agreement constitutes a material breach of the Agreement.

9.5. 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.

10. Limitation of Liability

10.1. Licensed Software and all related services are provided “as is” without any warranties unless otherwise specified in this Agreement.

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

10.3. Licensor and/or any of Licensor's subsidiaries, employees, agents and affiliates are not liable for any loss or damage that may arise to Licensee or to the End Users under or in connection with this Agreement or by using or in connection with Licensed Software, 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. 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.

10.4. Limited Warranty Ascensio represents and warrants that Licensed Software will substantially conform to the specifications. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. Licensor warrants and represents that:

10.8.1. Licensor shall at all times has full capacity and authority to enter into and perform this Agreement and that it is executed by a duly authorized representative of us;

10.8.2. Licensor shall perform his obligations pursuant to this Agreement in compliance with all applicable laws;

10.8.3. Licensor has obtained and will maintain all necessary licenses, permissions, authorizations, consents, approvals and permits to enter into and perform Licensor's obligations under this Agreement;

10.8.4. Licensor owns, has obtained or shall obtain valid licenses for all Intellectual Property Rights that are necessary for the performance of Licensor's obligations under this Agreement.

10.8.5. Licensed Software and all upgrades to Licensed Software provided or released by Licensor shall not infringe any third party's Intellectual Property Rights and shall be free from material errors and defects.

10.9. 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's Products.

10.10. The Open Source Software is licensed pursuant to the respective Open Source Licenses. Licensor warrant and represent that:

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

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

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

11. Audit rights.

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

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

11.6. 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.

12. Miscellaneous

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

12.2. 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.

12.3. Each user is entitled to receive service and customize promotional notifications for the purposes of Privacy Policy. The initial customization is implemented by filling in the checkboxes of the pop-up fields. Then it is also possible to clarify and change the communications regulation.

12.4. The Licensee is obliged to ensure that users on the portal created and/or provided by the Licensee accept the Terms developed by us or other, but no less strict provisions. The template of these Terms can be found at the following link: <https://onlyo.co/419IRtZ>

If the Licensee cannot implement this clause, then he must immediately notify us about it. The responsibility for the activities carried out on such portal is borne by the Licensee.

12.5. 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.

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

12.7. This Agreement supersedes any prior agreements or earlier versions of this Agreement as far as the use of Licensed Software is concerned.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. 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.