ONLYOFFICE

Docs Enterprise

LICENSE AGREEMENT

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(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.

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DEFINITIONS

"we" means Ascensio System SIA; "us" and "Licensor" have the same meaning.

"you" means the individual or legal entity accepting this Agreement; "your" and "Licensee" have corresponding meanings.

"Official Website" means the ONLYOFFICE website at www.onlyoffice.com.

"Docs" means ONLYOFFICE Docs Enterprise, a software suite for viewing, editing and collaborating on electronic documents, as described on the Official Website.

"Apps" means ONLYOFFICE Apps Enterprise, consisting of software modules, applications or functionality supplied by us for use with Docs, as described on the Official Website.

"Licensed Software" or "ONLYOFFICE" means Docs, the Apps and any other software provided by us under this Agreement, collectively or individually.

"Effective Date" means the date on which you click the "Accept" button or otherwise install, download or use any Licensed Software.

"License Key" means a computer file containing a unique combination of characters that enables use of Docs, one or more components of Apps, or both.

"License Fee" means the amount paid by you to us for the right to use Docs or paid options for Apps or for support.

"Named User" means a user account accessible by appropriate credentials and consisting of technical account data and the user's content, including text, data, information and files uploaded, shared or stored through the account.

"End User" means any individual or entity to whom you legitimately provide access to Apps in accordance with this Agreement.

"Platform" means a software environment installed on your server hardware and integrated with the Licensed Software.

1. LICENSE GRANT

1.1. Subject to payment of any applicable License Fees, we grant you a non-exclusive, limited, non-transferable, revocable, worldwide license to use Docs and the Apps for your own legitimate purposes, subject to this Agreement and the limits specified in the selected plan on the Official Website. You may install, access or use Apps only while you hold a valid license for Docs.

1.2. Apps are included with Docs at no additional License Fee and are provided in their commercial, closed-source version under this Agreement, whether or not you purchase any paid options. No access to or rights in their proprietary source code are granted.

1.3. Clustering and support for Apps are available on request for an additional License Fee. Additional options may be purchased without amending this Agreement.

1.4. If the selected plan on the Official Website or an order accepted by us permits re-branding of Docs, the same re-branding right shall apply to the Apps supplied with Docs under that license, without requiring a separate re-branding option or additional License Fee for the Apps. You may use the relevant Apps under the same brand name and/or logo as permitted for Docs. Re-branding may be configured only through the functions provided for that purpose in the Apps and in accordance with our technical specifications.

1.5. Where Apps allow you to provide a portal or services to End Users, you shall ensure that such End Users are subject to terms governing their use of Apps. You remain responsible for their activities through that portal or those services.

1.6. You may sublicense Apps to End Users only if expressly permitted by the selected plan on the Official Website or an order accepted by us. No End User may further sublicense Docs or Apps.

1.7. We will provide the License Key required to use the Licensed Software and obtain updates for the period specified by the selected plan on the Official Website.

1.8. All right, title and interest in the Licensed Software and related documentation, including all intellectual property rights, remain with us. No ownership rights in the Licensed Software are transferred to you. Except as expressly granted under this Agreement, neither Party acquires any rights in the other Party's intellectual property. We acquire no ownership interest in products developed by you, without prejudice to our rights in the Licensed Software.

1.9. You shall pay any applicable License Fees specified in an order accepted by us or, if no such fees are specified, on the Official Website.

1.10. Any activity not expressly permitted by this Agreement or applicable law is prohibited and may constitute an infringement of intellectual property rights.

2. PAYMENT AND TAXES

2.1. You shall pay us the applicable License Fee for the use of Docs and any paid options you select. The License Fee shall be payable in advance in EUR in accordance with the selected plan listed on our official website at www.onlyoffice.com.

2.2. After receiving the License Fee, we will provide the License Key and instructions for installing and activating the Licensed Software. You shall immediately notify us in case of loss or compromise or suspected compromise of License Key.

2.3. We may issue one License Key for Docs and one or more components of Apps, or separate License Keys for Docs and individual components of Apps. The number or technical format of the License Keys does not modify or expand the rights granted under this Agreement.

2.4. You shall activate Docs and Apps using the relevant License Key or License Keys. Unless the selected plan states otherwise:

(a) one license for Docs may be used for one copy installed in one physical location, on no more than one active virtual machine at a time, and integrated into the number of Platforms permitted by the selected plan on the Official Website; and

(b) Apps are subject to the usage metric and limits specified for Apps in the selected plan on the Official Website.

2.5. If you terminate this Agreement within thirty (30) days after the relevant License Key is initially provided to you because you are not satisfied with the Licensed Software, we will refund the corresponding License Fee. After that period, the License Fee is non-refundable.

2.6. License Fees shall be deemed paid when the full amount due is received in Licensor's bank account. All bank fees and other payment-related charges shall be borne by Licensee.

2.7. Licensee shall be solely responsible for all taxes payable in its jurisdiction in connection with the use of the Licensed Software.

2.8. We may modify the License Fee applicable to future periods of use at any time without prior notice.

2.9. We may offer the Licensed Software free of charge under conditions communicated on the Official Website, another website or directly to you. Such conditions may limit the License, number of users, term of the License Key or other features.

2.10. In a free copy of the Licensed Software we reserve the right to use Google Analytics or other web analytics services and display advertising. If you pay the applicable License Fee for that

copy, its paid options or support and activate the corresponding License Key, we will not use such analytics services or display advertising in that copy while the License Key remains valid.

2.11. In case of a material breach of this Agreement, Licensee shall pay to Licensor compensatory damages in the amount of the License Fees for each violation.

2.12. In the event of any delay in payment due to us under this Agreement, we may charge you a penalty of 0.1 percent of the overdue amount for each day of delay until full settlement is made.

3. LICENSE SCOPE

3.1. Subject to this Agreement and the applicable limits specified in the selected plan on the Official Website, you may:

(a) use Docs and the Apps in accordance with their intended functionality;

(b) temporarily reproduce the Licensed Software; and

(c) use the Licensed Software in any other manner expressly permitted for the relevant part of the Licensed Software under this Agreement.

3.2. You shall not:

(a) use Docs or Apps to provide a public SaaS solution;

(b) install and run the 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, or integrate it into more Platforms than permitted by the selected plan on the Official Website, per license purchased, except as expressly permitted by that plan or an order accepted by us;

(c) develop a competing product or service based on ONLYOFFICE, including a product or service using ideas similar to components made available for integration into commercial products, unless this Agreement or an annex expressly permits it;

(d) prepare a derivative work based on the Licensed Software except as expressly permitted by this Agreement or applicable law;

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(g) decompile, disassemble, reverse engineer, analyze, convert or translate the Licensed Software or any part thereof, or permit third parties to do so, except to the extent expressly permitted under Article 6 of Directive 2009/24/EC or other applicable mandatory law;

(h) remove, obscure or interfere with any copyright, attribution, trademark notice, warning or disclaimer applied to the Licensed Software;

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(l) use the Licensed Software in any manner not expressly permitted by this Agreement; or

(m) use the Licensed Software for any unlawful or prohibited purpose, solicit illegal activity, or infringe our rights or the rights of others.

4. SUPPORT AND SERVICES

4.1. During the period stated in the selected plan on the Official Website, we will provide consulting assistance for Docs and updates for the relevant parts of the Licensed Software when available, in accordance with the service level agreement published at https://onlyoffice.com/sla. Consulting assistance for Apps is provided only if you have purchased and paid for support for Apps, and only for the purchased support period and scope.

4.2. Support pricing is valid when posted on the Official Website but may change. The current support terms are available at https://onlyoffice.com/sla. The prices and terms in effect at the time of purchase apply to each new support subscription.

4.3. Our services include:

(a) updates for the Licensed Software when available during the period stated in the selected plan; and

(b) consulting assistance for Docs and, where separately purchased and paid for, the relevant Apps during the applicable support period.

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

4.5. If you need consulting help when using the 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 separately on terms and at a price agreed by the parties.

4.6. You are responsible for installing any updates to the Licensed Software.

4.7. Updates released after the end of the applicable period are not covered and may require a new or renewed license for the relevant Licensed Software.

4.8. We do not provide technical consulting services for the versions of the Licensed Software provided for free, except where support has been separately purchased and paid for.

4.9. Neither the supply of a commercial version of Apps nor payment for Docs or clustering includes support for Apps. Apps supplied at no additional License Fee are eligible for technical consulting services if support for Apps has been separately purchased and paid for.

4.10. We do not offer technical consulting services for Docs or Apps if their source code, object code or official build has been modified by you or any third party. Our technical consulting services are available for official builds of the Licensed Software supplied by us or our affiliates. Any modification is made at your sole risk. If a problem or error relates to modified Licensed Software, you are not entitled to technical consulting services.

5. TERM AND TERMINATION

5.1. The term of your license for Docs is specified in the selected plan on the Official Website. The license may be perpetual or for a fixed term. Upon expiration of a fixed-term license, you shall cease all use of Docs unless the license is renewed. Expiration of the support or update period does not by itself terminate a perpetual license.

5.2. You may cease using Docs or Apps at any time.

5.3. Apps supplied with Docs at no additional License Fee may be used only while your license for Docs remains valid. Expiration or termination of the license for Docs automatically terminates your right to access and use all Apps, regardless of any longer term applicable to a paid option for Apps or support.

5.4. The scope and term of paid options for Apps and support are specified in the selected plan on the Official Website or an order accepted by us. Adding, renewing, terminating or removing Apps, a paid option or support does not extend, renew or otherwise affect the license term applicable to Docs or any other components of Apps. Upon expiration or termination of a paid option for Apps, you shall cease using that option. Expiration or termination of a paid option for Apps or support does not by itself terminate your right to use Apps, provided that your license for Docs remains valid. Your right to re-brand Apps continues only for as long as re-branding is permitted under your license for Docs. Upon expiration or termination of that right, you shall cease using re-branding in Apps.

5.5. We are entitled to immediately terminate this Agreement without refund or prior notice if you materially breach this Agreement or any applicable laws or regulations. Upon termination, the applicable licenses will be revoked, and you shall immediately cease all use of the Licensed Software and return or destroy the relevant License Keys. The parties explicitly agree that any infringement of intellectual property rights or breach of the License Scope constitutes a material breach of this Agreement.

5.6. In the event of a merger involving the Licensee or an acquisition of substantially all of its shares or assets, the Licensee shall promptly notify us in writing. We may terminate the relevant License upon written notice following such transaction.

6. WARRANTIES AND LIMITATION OF LIABILITY

6.1. The Licensed Software and all related services are provided “as is”, except as expressly stated in this Agreement.

6.2. To the maximum extent permitted by applicable law, we exclude all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant uninterrupted or error-free operation or compatibility with systems or operating environments not expressly supported by us.

6.3. Any warranties concerning the operation or performance of the Licensed Software do not apply to Licensed Software that (i) has been modified by you or any third party other than on our behalf, (ii) has been damaged after acceptance by you for any reason other than our breach of warranty, or (iii) is used with systems or operating environments not expressly supported by us.

6.4. To the maximum extent permitted by applicable law, neither we nor our subsidiaries, employees, agents or affiliates shall be liable to you or End Users for any loss or damage arising out of or in connection with this Agreement, the Licensed Software or related services, including direct or indirect monetary loss, loss of profits, contracts, goodwill, reputation or data, business interruption or consequential damages.

6.5. The exclusions and limitations in this Section apply to all claims against us or our subsidiaries, employees, agents or affiliates, whether in contract, tort or otherwise, including claims arising from any warranty, representation or indemnification obligation under this Agreement.

6.6. We warrant and represent that:

(a) we have full capacity and authority to enter into and perform this Agreement;

(b) we will perform our obligations under this Agreement in compliance with applicable law;

(c) each part of the Licensed Software will materially conform to its applicable documentation and be free from material errors and defects for ninety (90) days from initial delivery. Upgrades supplied by us are covered only for the remainder of that period and do not restart or extend it. To our knowledge at delivery, the Licensed Software and upgrades supplied by us do not infringe third-party intellectual property rights. We do not warrant

uninterrupted or entirely error-free operation. Defects must be reported to us in writing within that ninety (90)-day period;

(d) we have obtained and will maintain the licences, permissions, authorisations, consents, approvals and permits necessary to perform our obligations;

(e) we own or have obtained the rights necessary to perform our obligations and permit your use of the Licensed Software in accordance with this Agreement.

6.7. To the extent that liability is not excluded under this Agreement, our total aggregate liability, together with that of our subsidiaries, employees, agents and affiliates, for each part of the Licensed Software and its related services shall not exceed the License Fees actually paid for that part and its related services during the twelve (12) months immediately preceding the first event giving rise to any claim concerning that part or its related services. Docs, Apps and any other separately supplied software are each considered a separate part. This is a single aggregate limit for all claims concerning that part and its related services, not a separate limit for each claim. Fees paid for other parts and their related services are excluded from this calculation.

6.8. If a single License Fee covers several parts of the Licensed Software, including their paid options or support, the allocation specified in the selected plan on the Official Website, invoice or accepted order shall apply. Otherwise, the License Fee shall be allocated in proportion to our standalone prices at the time of purchase or, where no such prices exist, as reasonably determined by us based on their relative value. No portion of the License Fee paid for Docs shall be allocated to Apps solely because Apps are supplied with Docs at no additional License Fee.

7. AUDIT RIGHTS

7.1. We shall have the right to conduct an audit and inspect your records and the source code of your products at any time, at our 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.

7.2. 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.

7.3. If an audit identifies an underpayment, we may issue a written request stating the amount and basis of the underpayment claim.

7.4. If an audit identifies an infringement of our intellectual property rights, we may terminate this Agreement in accordance with the Term and Termination Section or require you to remedy the infringement promptly.

7.5. We may conduct an audit no more than once in any twelve (12) month period.

7.6. Requesting an audit does not waive any right to enforce this Agreement or protect our intellectual property by any other lawful means.

8. MISCELLANEOUS

8.1. We may change or supplement this Agreement for any future period of your use of the Licensed Software at any time.

8.2. We may refer to licenses and services supplied or to be supplied to you on the Official Website and in our materials, and may use your company name and logo for that advertising purpose.

8.3. Third-Party and Open-Source Components. The Licensed Software may include third-party and open-source components licensed under their own license terms, which are identified in

the documentation or in the Licensed Software. Those terms govern your use of such components to the extent they so require, and nothing in this Agreement restricts any rights granted to you under them.

8.4. Force Majeure. Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control. Each Party shall use reasonable efforts to mitigate the effects of such circumstances. If they continue for more than 90 days, either Party may terminate the affected unperformed services by written notice.

8.5. Severability. If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. The invalid or unenforceable provision shall, where possible, be replaced by a valid provision that most closely reflects its intended purpose.

8.6. This Agreement constitutes the entire agreement between you and us regarding the Licensed Software, except to the extent that you and we have entered into a separate written agreement on the same subject.

8.7. This Agreement supersedes any prior agreement or earlier version of this Agreement concerning your use of the Licensed Software.

8.8. This Agreement is governed by and construed in accordance with the laws of the Republic of Latvia. The courts of the Republic of Latvia shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.