

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.

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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.

“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.

"Licensor", "we", "us" means Ascensio System SIA;

"Licensee", "your", "you" means the individual or legal entity accepting this Agreement.

"Apps" means ONLYOFFICE Apps Developer, consisting of software modules, applications or functionality supplied by us for use with Docs Developer, as described on our official website www.onlyoffice.com.

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

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

"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 the amount paid by you to us for the right to use Docs Developer, updates, paid options for Apps or support.

"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 Docs Developer, one or more components of Apps, or both, subject to the applicable usage limits.

"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.

"Subscription Period" means the period of time during which you are entitled to use Licensed Software and receive updates as they become available. Subscription Period is defined for each License Type according to our official website 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. Subject to the selected License Type, the rights to integrate, distribute and sublicense Docs Developer under this Agreement also apply to Apps supplied with Docs Developer, solely for use with Docs Developer as part of your Products. Apps may be installed, accessed or used only while the corresponding license for Docs Developer remains valid and are subject to the purposes of use and deployment limits of that License Type, together with the usage metrics and limits specified for Apps in the selected plan on the Official Website or an order accepted by us. The Number of concurrent connections applies to Docs Developer and does not replace any usage metric specified for Apps.
- 1.3. We will provide you with a License Key which will allow you to use the Licensed Software and get updates for the period specified in Section 6.

- 1.4. EULA must correspond to the applicable law. End Users shall not be entitled by EULA to grant sub-license to others.
- 1.5. 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.
- 1.6. You shall pay to us a License Fee in amount specified on our official website www.onlyoffice.com.
- 1.7. You are granted to use ONLYOFFICE Docs Developer for legitimate purposes only.
- 1.8. 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.
- 1.9. Sub-license remuneration shall be set pursuant to the amount specified for specific License Type selected.
- 1.10. 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.
- 1.11. Sub-license agreement between you and End Users shall not grant rights to undertake any activity which is not permitted by this Agreement. Your EULA shall contain terms protecting our intellectual property rights in the Licensed Software and imposing the applicable usage restrictions under this Agreement. You remain responsible for ensuring your End Users compliance with those restrictions. You shall not make any representation or warranty or assume any obligation on our behalf.
- 1.12. Apps are included with Docs Developer 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.
- 1.13. Clustering and support for Apps are available on request for an additional License Fee. Each must be included in the selected plan on the Official Website or an order accepted by us and paid for. Additional options may be purchased without amending this Agreement.
- 1.14. 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. The existing requirements concerning End User sublicenses and paid access also apply to Apps.

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 not in any other manner without the prior written consent of Ascensio. The re-branding right granted under this Section applies to Apps supplied with Docs Developer without requiring a separate re-branding option or additional License Fee for Apps. You may use Apps under the same brand name and/or logo as permitted for Docs Developer. Re-branding of Apps may be configured only through the functions provided for that purpose and in accordance with our technical specifications.
- 2.2.** You shall abstain from any modification which may cause any confusion or misrepresentation about the rightholder of the Licensed Software.
- 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.
- 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.
- 4.5.** If Apps are supplied for evaluation with a Trial License Key for Docs Developer, they may be used only for the same trial period and purposes, subject to the applicable trial limits. Upon

expiration or earlier termination of that trial, you shall cease using those Apps unless you obtain a corresponding license for Docs Developer permitting their continued use. The supply of a Trial License Key does not entitle you to any Apps or paid options not expressly included in the trial.

5. SERVICES

- 5.1.** We provide the Services for Docs Developer and, to the extent specified below, Apps. Consulting assistance for Apps is provided only if you have separately purchased and paid for support for Apps, and only for the purchased support period and scope. Neither the supply of a commercial version of Apps nor payment for Docs Developer or clustering includes support for Apps.
- 5.2.** We will provide consulting assistance for Docs Developer and, where separately purchased and paid for, Apps, and updates for the Licensed Software when available during the applicable period under this Agreement and the selected plan, in accordance with the service level agreement published at <https://onlyoffice.com/sla>.
- 5.3.** Services are provided via Internet and/or email.
- 5.4.** Support pricing is valid when posted on the Official Website but may change. The prices and support terms in effect at the time of purchase apply to each new support subscription.
- 5.5.** Our Services include:
- provision of updates for ONLYOFFICE Docs Developer which may become available during the Subscription Period,
 - technical consulting services for Docs Developer and, where separately purchased and paid for, Apps.
- 5.6.** We will provide you updates for ONLYOFFICE Docs Developer during the Subscription Period free of charge as they become available. However, you shall be exclusively responsible for installing any update for ONLYOFFICE Docs Developer.
- 5.7.** 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.
- 5.8.** 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 and may be provided separately on terms and at a price agreed by the Parties.

- 5.9.** 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 the Licensed Software free of charge as they become available.
- 6.2.** You shall be responsible for installing any update of the Licensed Software.
- 6.3.** The new versions of the Licensed Software 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 during the Subscription Period.
Updates for Apps are provided when available during the Subscription Period applicable to the corresponding license for Docs Developer. Purchasing or renewing support or a paid option for Apps does not extend that Subscription Period.

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 payment terms of the License Fee are specified in an order accepted by us or, if not specified there, in the selected plan on the Official Website.
- 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. We may issue one License Key for Docs Developer and one or more components of Apps, or separate License Keys for Docs Developer 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. You shall immediately notify us in case of loss or compromise or suspected compromise of License Key.
- 7.7.** Each License Key for Docs Developer 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 specified on our official website www.onlyoffice.com
- 8.2.** Apps supplied with Docs Developer at no additional License Fee may be used only while the corresponding license for Docs Developer remains valid. Expiration or termination of that license automatically terminates your and your End Users rights to access and use the corresponding Apps, regardless of any longer term applicable to a paid option for Apps or support. You shall ensure that your End Users cease such use.
- 8.3.** 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 a paid option for Apps or support does not extend, renew or otherwise affect the license term applicable to Docs Developer or any other paid options for Apps or support. Upon expiration or termination of a paid option for Apps, you and your End Users shall cease using that option. Expiration or termination of a paid option for Apps or support does not by itself terminate the right to use Apps, provided that the corresponding license for Docs Developer remains valid. Your right to re-brand Apps continues only for as long as re-branding is permitted under your license for Docs Developer. Upon expiration or termination of that right, you and your End Users shall cease using re-branded versions of Apps.
- 8.4.** 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, unless otherwise agreed by the Parties in writing.
- 8.5.** The Agreement may be terminated by the Licenser at any time only upon giving the Licensee at least sixty (60) days of prior written notice of termination.

- 8.6.** Licensor is entitled to immediately terminate this Agreement without any refunds and without giving any advance notice in case of a material breach of the Agreement and/or a material violation of applicable laws or regulations relating to the Licensed Software by you. In this case, the license is considered revoked and you shall return or destroy the License Key and you and your End Users shall immediately cease using the Licensed Software upon receiving notice of termination of this Agreement from us. The Parties explicitly agree that copyright violation relating to the Licensed Software and/or breach of Section 9 of this Agreement constitutes a material breach of the Agreement.
- 8.7. Assignment.** Neither Party may assign, sublet, or transfer its rights under or interest in this Agreement without the prior 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 the Licensed Software according to its functional purpose;
- 9.1.2.** temporarily reproduce the Licensed Software;
- 9.1.3.** use the Licensed Software 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 the Licensed Software, 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 the Licensed Software 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 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;

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 the Licensed Software in any way that is not expressly permitted by this Agreement.

9.2.9. use the 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.

9.2.10. claim or seek copyright protection in the Licensed Software;

9.2.11. make License Keys available to any third persons who are not authorized under this Agreement to access or use the corresponding copy of the Licensed Software. You shall take reasonable measures to prevent such persons from obtaining the License Keys. This restriction does not prevent provision of the relevant License Keys to End Users as necessary for distribution or sublicensing expressly permitted under this Agreement.

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 8.6 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.** Except as expressly provided in this Agreement and to the maximum extent permitted by applicable law, the Licensed Software and related services are provided “as is”, without any other representations or warranties, express or implied, including 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.
- 11.2.** 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.
- 11.3.** Limited Warranty. Docs Developer is covered by the limited warranties set out in this Agreement. Licensee’s sole and exclusive remedy, and Ascensio’s sole obligation, for breach of those warranties shall be for Ascensio, at its option, to correct, repair or replace Docs Developer.
- 11.4.** Exclusions. 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.
- 11.5.** DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE MAKE 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 YOU IS PROVIDED “AS IS” WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE. WE CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, WE 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 YOUR SYSTEMS.

11.6. To the extent liability is not excluded under this Agreement, our total aggregate liability, together with that of our subsidiaries, employees, agents and affiliates, to you and your End Users for each part of the Licensed Software and its related services shall not exceed the License Fees actually paid to Ascensio for that part and those services in the twelve (12) months immediately preceding the first event giving rise to any claim concerning them. Docs Developer and Apps are separate parts, each subject to a single aggregate limit for all claims, excluding fees paid for other parts and their related services.

(a) If a single License Fee covers multiple parts, including their paid options or support, it shall be allocated as specified in the selected plan on the Official Website, invoice or accepted order or, otherwise, in proportion to our standalone prices at purchase. Where no such prices exist, we shall reasonably allocate it based on relative value. No fees paid for Docs Developer shall be allocated to Apps solely because Apps are supplied with Docs Developer at no additional License Fee.

(b) The exclusions and limitations in this Section apply to all claims against us, 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.

11.7. 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 the Licensed Software by you and your End Users;

(e) Docs Developer 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. Defects must be reported to us in writing within that ninety (90)-day period. We do not warrant uninterrupted or entirely error-free operation;

(f) to our knowledge at delivery, Docs Developer and upgrades supplied by us do not infringe third-party intellectual property rights;

(g) Apps will materially conform to their 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, Apps 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. Your sole and exclusive remedy, and our sole obligation, for breach of the warranties in this paragraph shall be, at our option, to correct, repair or replace the affected Apps.

11.8. 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 or provision of the Services.

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

11.9.1. Licensors warrants that, at delivery, its incorporation and distribution of the Open Source Software comply with the applicable Open Source Licenses.

11.9.2. nothing in the Open Sources Licenses prohibits or restricts Licensee's use of the Licensed Software as supplied by Licensors and used in accordance with this Agreement and Licensors's documentation; and

11.9.3. nothing in the Open Source Licenses shall require Licensee to make the proprietary 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.

11.9.4. The warranties in this Section apply only to the Licensed Software as delivered by us and used in accordance with our documentation, excluding any requirements arising from modifications or combinations not authorized by us.

12. MISCELLANEOUS

12.1. We may change or supplement this Agreement for future periods of use under new licenses or renewals.

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. 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.

12.4. 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 and construed in accordance with the law of Republic of Latvia (governing law).

- 12.5.** The Parties also agree that all possible disputes 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.
- 12.6.** 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.
- 12.7.** 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.