



Documentation for Licenses

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Licenses

OpenKM applicable licensing:

Application	License
OpenKM Professional	EULA - OpenKM End User License Agreement
OpenKM Community	GNU General Public Licence

OpenKM applications, integration modules, etc licencing:

Application	License
All OpenKM extensions	EULA - OpenKM End User License Agreement
OpenKM applets	EULA - OpenKM End User License Agreement
OpenKM MS Office Addins	EULA - OpenKM End User License Agreement
OpenKM Desktop Sync	EULA - OpenKM End User License Agreement
OpenKM Digital Signature Client	EULA - OpenKM End User License Agreement
OpenKM Scanner Client	EULA - OpenKM End User License Agreement
OpenKM Remote importer tool	EULA - OpenKM End User License Agreement
SDK for Java	EULA - OpenKM SDK End User License Agreement
SDK for .NET	EULA - OpenKM SDK End User License Agreement

SDK for PHP[EULA - OpenKM SDK End User License Agreement](#)

EULA - OpenKM End User License Agreement

Version 2.0, latest update January 2016

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SUPPORT FROM OPENKM. BY USING OPENKM SOFTWARE OR SUPPORT, USER ACCEPTS THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF USER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE OPENKM SOFTWARE OR SUPPORT.

This OpenKM End User License Agreement (the "**Agreement**") is between Open Knowledge Management System S.L., a Spanish company ("**OpenKM**"), and the individual or entity that accepts the terms of this Agreement ("**User**") in an Order Form or other purchase document. The effective date of this Agreement ("**Effective Date**") is the earlier of the date that User formally accepts this Agreement or first uses OpenKM's Software or Support.

0. DEFINITIONS

Accessible Code means source code contained within the Software that is accessible under this Agreement.

End User means an employee, contractor or agent of the Company and its Affiliates authorized by the Company to use the Software as per the terms of this Agreement.

OEM Distribution means distribution of the Software as either a bundled add-on to, or embedded component of, another application with such application being made available to its users as, but not limited to, an Enterprise application, a hosted application, a Software-as-a-Service offering or a subscription service for which the distributor of the application receives a license fee or any form of direct or indirect compensation.

Protected Code means source code contained within the Software that is protected against access by OpenKM and is not accessible under this Agreement.

Distribution Archive means a software installer package or any other distribution medium commonly utilized to package and distribute software.

Customer Service Systems means any online system provided by OpenKM or its service providers to provide Company with product support, access to the Software, or user licenses, though not limited to these services.

1. SCOPE OF AGREEMENT

1.1 Software and Support

This Agreement governs User's use of OpenKM Software and, if applicable, Support. "**Support**" means OpenKM maintenance and support. "**Software**" means the software accompanying this Agreement and branded by OpenKM; provided, Software does not include third-party open-source software that may be provided there with or Community Versions. "**Community Versions**" means the free, unsupported, open-source software that OpenKM makes available for download on its OpenKM web site. "**Order Form**" means the ordering documents placed by User. "**Subscription**" means access to the Software and, where applicable, Support for a defined period of time (the "**Subscription Period**"), as set forth in an Order Form.

Agreement states the terms and conditions upon which OpenKM offers to license the OpenKM Commercial Editions software provided in this package together with all related documentation and accompanying items including, but not limited to, the executable programs, drivers, libraries and data files associated with such programs (collectively, the "**Software**").

1.2. Business Partners.

User is purchasing Software and Support from an OpenKM business partner (a "**Business Partner**"). OpenKM will provide the purchased Software and Support to User under the terms of this Agreement, but is not responsible for: (a) the actions of Business Partners, (b) any additional obligations Business Partners may have to User, or (c) any non-OpenKM products or services that Business Partners supply to User.

2. REPORTING AND RECORDS

2.1 Reporting

User will notify OpenKM or the Business Partner promptly if User exceeds the number authorized Named Users purchased under the applicable Order Form. In its notice, User will include the number of excess Named Users, and the date(s) on which the additional User exceeded its licensed Named Users. OpenKM (or the Business Partner) will invoice User for the applicable fees and User will promptly pay such fees. There will be 15 days to pay the additional charges .

2.2 Records Retention

User will maintain accurate records necessary to verify the authorized number of Named Users . Upon OpenKM's written request, User will provide OpenKM such records within ten (10) business days.

3. LICENSE AND OWNERSHIP

3.1 Grant to User

Subject to User's compliance with this Agreement, OpenKM grants to User, during the Subscription Period: (a) non-exclusive, non-transferable, non-sublicensable license to use, copy, test, and modify the Software solely for User's own internal use and limited to the Named Users, and/or Active Processes designated in the Order Form, as applicable; (b) the rights in the third party open-source software provided with the Software, which rights are set forth in the applicable third-party licenses; (c) for the term designated in an Order Form, the right to receive Support; and (d) a license to use the Software on additional Server for backup and disaster-recovery testing purposes.

"**Server**" means physical computer or virtual Central Processing Units (vCPUs). As licensed by OpenKM, allows User to deploy the Software on up vCPUs, on a single server instance. A "**Named User**" is an individual authorized by User to access the Software and who has been given a unique user name or identifier (regardless of whether the user has actually used those credentials to access the Software). No more than one individual may use an issued user name or identifier, and the sharing of such credentials is expressly prohibited.

3.2 Restrictions

User will not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (i) the Software, (ii) any modified version or derivative work of the Software created by the User or for the User, or (iii) Community Versions; (b) remove or alter any copyright, trademark or proprietary notice in the Software; (c) transfer, use

or export the Software in violation of any laws or regulations of any government; (d) use any Support for Community Versions or for unlicensed Named Users; (e) reverse engineer, decompile or modify any encrypted or encoded portion of the Software.

The Company shall not, directly or indirectly: (i) remove or alter any copyright, trademark or proprietary notice in the Software; (ii) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (iii) reverse engineer, decompile or modify any protected code which forms part of the Software; (iv) distribute the Software via OEM Distribution without entering into a separate OEM Distribution Agreement with OpenKM; (v) redistribute the Accessible or Protected Code; (vi) use and or modify the Software to develop a competitive product; and (vii) commit any act or omission the likely result of which is that OpenKM's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on OpenKM's interests.

The Software includes license protection mechanisms that are designed to manage and protect the intellectual property rights of OpenKM. The Company must not modify or alter those features to try to defeat the Software use rules that the license protection mechanisms are designed to enforce.

Notwithstanding anything to the contrary in this Agreement, during the period of this Agreement the Company may continue to use the Software initially provided under this Agreement with the source code and license and use differing databases, web servers or operating systems than the database, web server or operating system initially selected by the Company on installation of the Software at no charge.

3.3 Proprietary Rights

OpenKM and its licensors will own all right, title, and interest to the Software, Support, technology, information, code or software provided to User by OpenKM, including all copies or modifications made by OpenKM.

OpenKM and its licensors shall own all right, title, and interest to the Software, technology, information, code or software provided to Company, including all portions, copies or modifications thereof. Except as expressly provided herein, no licenses of any kind are granted hereunder, whether by implication, estoppel, or otherwise.

3.4 Company's responsibility for End Users

The Company shall be responsible for any act or omission of all End Users and for their compliance with all of the terms of this Agreement. Any action or breach by any of the Company's employees, contractors, agents or Affiliates shall be deemed an action or breach by the Company of this Agreement and the Company hereby indemnifies and holds OpenKM harmless from any and all such breaches of this Agreement. The Company waives all of those defenses that the Company may have in law or otherwise which may be raised to avoid liability should the Company not be liable for its employees, contractors', agents' or Affiliates' acts, omissions and non-compliance with the terms of this Agreement.

3.5 Fees and Payment

End User Accounts: The Company shall designate an Administrator and notify OpenKM of the identity and contact information for said Administrator. The Administrator may add End Users to the Company's subscription for the Software by placing an order with OpenKM. The Company is responsible for all activity occurring under the Company's End User's accounts. The Company shall notify OpenKM immediately of any unauthorized use of any password or account that provides Company access to the Customer Service Systems, or unauthorized copying or distribution of the Software or related proprietary material.

3.6 License fee

The Company shall pay to OpenKM an amount specified on the OpenKM EDRMS Payment of the license fee shall be due and payable as set forth in the agreed terms and conditions . All fees paid to OpenKM are non-refundable. The Company will also pay all applicable taxes, including sales, use, personal property, valueadded, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any federal, state, provincial or other government entity on the transactions contemplated by this Agreement.

4. TERM AND TERMINATION

4.1 Term and Termination of Agreement

This Agreement will remain in effect for the duration of any active Subscription Period. Upon termination of User's Subscription Period, software will be not limited to use . If User materially breaches the terms of this Agreement, and the breach is not cured (or curable) within thirty (30) days after written notice of the breach, then OpenKM may, upon written notice, to the breaching party,

terminate this Agreement and User's access to the Software and Support.

4.2 Survival

If this Agreement is terminated for any reason, Sections 3.2, 3.3, 4.2, 5, 6.2, 7, 8 and 9 of this Agreement will survive termination.

5. CONFIDENTIALITY

5.1 Confidential Information

(a) **Definition.** In connection with this Agreement, either party (the "**Recipient**") may obtain confidential and proprietary information ("**Confidential Information**") from the other (the "**Discloser**"). Confidential Information may include, without limitation, information about systems designs, pricing, cost data, financial information, business, sales, and marketing plans, products, product roadmaps, service programs, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software, and data. Confidential Information includes information designated in writing as confidential, and any information a reasonable person would understand to be confidential or proprietary under the circumstances of its disclosure.

(b) **Exclusions.** "Confidential Information" does not include information that: (i) has been independently developed by or for the Recipient without access or reference to, or use of, Confidential Information; (ii) is lawfully received free of restriction from another source having the right to furnish such information; (iii) is or becomes lawfully in the public domain other than through a breach of this Agreement; (iv) was lawfully known by the Recipient prior to disclosure; (v) Discloser agrees in writing is free of such restrictions; or (vi) is generally disclosed by the Discloser to third parties without a duty of confidentiality.

(c) **Duties With Respect To Confidential Information.** At all times during and after the term of this Agreement, Recipient shall keep Discloser's Confidential Information confidential using the same degree of care that it uses to protect its own Confidential Information, but not less than a reasonable degree of care, and shall not disclose Discloser's Confidential Information to a third party without the Discloser's written consent, or use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, such disclosure shall not constitute a breach of this Agreement provided Recipient gives Discloser reasonable advance notice to enable Discloser

to seek appropriate protection of the Confidential Information.

6. REPRESENTATIONS AND WARRANTIES

6.1 General Representations and Warranties.

OpenKM represents and warrants that: (a) It will use reasonable skill and care in providing contracted Support; (b) the Support will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with User; and (d) OpenKM has taken commercially reasonable measures to ensure the Software does not, at the time of delivery to User, include malicious mech.

6.2 Disclaimer of Warranty

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SUPPORT PROVIDED BY OPENKM ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. OPENKM DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE OR SUPPORT WILL BE UNINTERRUPTED, ERROR FREE, OR THAT OPENKM WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 6.1, USER'S EXCLUSIVE REMEDY AND OPENKM'S ENTIRE LIABILITY WILL BE TO UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO REMEDY THE SUPPORT DEFICIENCY, SUPPLY A TEMPORARY FIX, OR MAKE AN EMERGENCY BYPASS. IF OPENKM CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, USER MAY TERMINATE THE RELEVANT SOFTWARE SUBSCRIPTION AND RECEIVE A PRO RATA REFUND OF FEES PAID FOR THE REMAINING SUBSCRIPTION PERIOD AS OF THE EFFECTIVE DATE OF THE TERMINATION.

6.3 INFRINGEMENT

During any term of this Agreement, if any portion of the Software is held by a court of competent jurisdiction to infringe any third party intellectual property rights and the Company incurs a liability or expense as a result of such holding, then the Company's sole remedy shall be, and OpenKM will, at its option: (i) obtain the right for the Company to continue to use the Software consistent with this

Agreement; (ii) modify the Software so that it is non-infringing; or (iii) replace the infringing component with a non-infringing component, or (iv) refund all money paid in the then-current calendar quarter under this Agreement and all of the Company's rights and licenses under this Agreement shall automatically terminate.

7. LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES

7.1 Disclaimer of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN TORT, (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN A PARTY OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7.2 Limitation of Liability

NEITHER PARTY'S (OR ITS AFFILIATES') AGGREGATE AND CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL EXCEED THE AMOUNTS PAID OR OWED TO OPENKM BY USER, EITHER DIRECTLY OR THROUGH A BUSINESS PARTNER, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE, OR FOR FRAUD. NOTHING IN THIS SECTION WILL LIMIT THE FEES OWED BY USER UNDER THIS AGREEMENT FOR SOFTWARE OR

SUPPORT, OR FOR EXCEEDING THE SCOPE OF THE LICENSES GRANTED OR VIOLATING THE RESTRICTIONS IN SECTION.

7.3 Disclaimer of any warranty

OpenKM does not warrant that the functions contained in the Software will meet the Company's requirements or that the operation of the Software will be correct, uninterrupted or error-free.

OpenKM provides evaluation copies of the Product so that customers can assess the Product before purchase it.

THE SOFTWARE IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

The Company assumes responsibility for the support and fault-finding of any modifications made to the Software, or merger and integration undertaken with or between any other program or code.

The Company assumes full responsibility for the selection of the Software to achieve its intended results, and for the installation, use and results obtained from the Software. The Company also assumes the entire risk as it applies to the quality and performance of the Software. Should the Software prove defective, the Company (and not OpenKM, or its distributors or dealers) assumes the entire cost of any and all necessary servicing, repair or correction.

Some countries/states do not allow the exclusion of implied warranties, so the above exclusion may not apply to the Company. OpenKM disclaims all warranties of any kind if the Software was customized, repackaged or altered in any way by any third party other than OpenKM.

7.4 LIMITATION OF REMEDIES AND DAMAGES

In no event will OpenKM or its licensors be liable for any indirect, incidental, special or consequential damages, or for any personal injury or bodily injury (including death) to any persons caused by OpenKM's negligence, or for any lost profits, lost savings, loss of use, lost revenues or lost data arising from or relating to the Software or this Agreement, even if OpenKM or its licensors have been advised of the possibility of such damages. In no event will OpenKM's liability or damages to the Company or any other person ever exceed the amount paid by the Company to use the Software, regardless of the form of the claim.

Some countries/states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to the Company.

8. INDEMNIFICATION

8.1 Defense

If a third party initiates or threatens a legal action alleging that User's use of the Software directly infringes the third party's patent, copyright, trademark or misappropriates the third party's trade secret rights ("Third Party Rights") (such action, a "Claim"), then OpenKM will (a) promptly assume the defense of the Claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against User (without right of appeal) or in a settlement approved by OpenKM that are attributable to User's use of the Software; provided that User (i) is current in the payment of all applicable fees, or becomes current, prior to requesting indemnification, (ii) notifies OpenKM in writing of the Claim promptly after receipt of the Claim, (iii) provides OpenKM the right to control the defense of the Claim with counsel of its choice, and to settle such Claim at OpenKM's sole discretion (unless the settlement requires payment by User or requires User to admit liability), and (iv) reasonably cooperates with OpenKM in the defense of the Claim.

8.2 Injunctive Relief

If the Software becomes the subject of any actual or anticipated third party infringement claim, OpenKM may, at its sole option and expense: (i) procure for User the right to continue using the affected Software consistent with this Agreement, (ii) replace or modify the affected Software with functionally equivalent software that does not infringe or, if either (i) or (ii) is not available on a basis that OpenKM finds commercially feasible, (iii) terminate the Agreement or applicable Order Form and refund any prepaid fees for all unused portions of the Subscription Period.

8.3 Exclusions

OpenKM will have no liability for any Claim based upon (a) use of non-current versions of the Software when OpenKM has made newer, non-infringing versions available to User; (b) altered versions of the Software (unless the specific alteration was made by or for OpenKM); (c) use, operation or combination of the applicable Software with non-OpenKM programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (d) OpenKM's compliance with designs, specifications or instructions provided by

User where those designs, specifications or instructions cause the infringement; (e) use by User after notice by OpenKM to discontinue use of all or a portion of the Software; or (f) third-party open-source software.

This section constitutes the entire liability of OpenKM, and User's sole and exclusive remedy, with respect to any third party claims of infringement or misappropriation of intellectual property rights.

If the Company distributes the Software in violation of this Agreement, it hereby indemnifies, hold harmless and defends LD from and against any and all claims or lawsuits, including attorney's fees and costs that arise, result from or are connected with the use or distribution of the Software in violation of this Agreement.

9. GENERAL

9.1 Notices

Notices under this Agreement must be in writing and delivered: (a) if to OpenKM, to its Chief Financial Officer, with a copy to its General Counsel; (b) if to User, to its Chief Financial Officer or any individual identified in the Order Form. Notices will be deemed received when (1) Delivered personally; or (2) upon confirmed delivery by a commercial express carrier.

9.2 Compliance with Applicable Laws

Each party will comply with all applicable laws, including applicable export control restrictions. In order for OpenKM to provide Support to User, it may be necessary for OpenKM to share information with its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide. In such event, OpenKM will comply with Section 5 of this Agreement and with applicable data privacy laws governing the transfer of that information.

9.3 Entire Agreement.

Except as otherwise provided in a signed agreement between the parties, this Agreement constitutes the exclusive and complete agreement between OpenKM and User with respect to User's use of OpenKM Software and/or Support, and supersedes all prior oral or written discussions, agreements or understandings.

9.4 Force Majeure

Force majeure events shall excuse the affected party (the "Non-Performing Party") from its

obligations under this Agreement so long as the event and its effects continue. Force majeure events include, without limitation, Acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government. As soon as feasible, the Non-Performing Party shall notify the other party of (a) its best reasonable assessment of the nature and duration of the force majeure event, and (b) the steps it is taking to mitigate its effects. If the force majeure event prevents performance for more than sixty (60) consecutive days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice.

9.5 Severability/Waiver

If any provision of this Agreement is ruled invalid or unenforceable, the provision shall be severable from this Agreement so that the remaining provisions are unaffected. No waiver of any rights under this Agreement will constitute a subsequent waiver unless otherwise stated in writing.

9.6 Dispute Resolution.

Spanish law shall govern all aspects of this Agreement. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of courts located in Spanish, without regard to their conflict-of-law principles or the United Nations Convention on Contracts for the International Sale of Goods.

9.7 Headings

All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

9.8 Amendment.

This Agreement may not be amended or modified except in a writing signed by the parties, with specific reference to this Agreement.

10 COPYRIGHT

OpenKM reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. OpenKM and/or its licensors own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not

so OpenKM. The Company may not remove the copyright notice from any copy of the Software or any copy of the written materials, if any, accompanying the Software.

11 MERGER OR INTEGRATION

Should the Company merge any portion of the Software or accessible code into, or integrate any portion of the Software or accessible code with, any other program or code, any portion of the Software or accessible code merged into or integrated with another program, if any, will continue to be subject to the terms and conditions of this Agreement, and the Company must reproduce on the merged or integrated portion all copyright and other proprietary rights notices included in the originals of the Software or accessible code.

12 TRANSFER OF LICENSE

The Company may not transfer its license in terms of this Agreement to any external third parties.

13 LIMITATIONS ON USING, COPYING, AND MODIFYING THE SOFTWARE

Except to the extent expressly permitted by this Agreement or by the laws of the jurisdiction where the Company acquired the Software, it may not use, copy or modify the Software. Nor may the Company sub-license any of its rights under this Agreement.

14 DECOMPILING, DISASSEMBLING, OR REVERSE ENGINEERING

The Company acknowledges that the Software contains trade secrets and other proprietary information of OpenKM and its licensors. Except to the extent expressly permitted by this Agreement or by the laws of the jurisdiction where the Company is located, it may not decompile, disassemble or otherwise reverse engineer the Software, or engage in any other activities to obtain underlying information that is not visible to the user in connection with the normal use of the Software.

In particular, the Company agrees not for any purpose to transmit the Software or display the Software's object code on any computer screen or to make any hardcopy memory dumps of the Software's object code. If the Company believes that it requires information related to the interoperability of the Software with other programs, it shall not decompile or disassemble the

Software to obtain such information, and it agrees to request such information from OpenKM at the address listed below. Upon receiving such a request, OpenKM shall determine whether the Company requires such information for a legitimate purpose and, if so, OpenKM will provide such information to the Company within a reasonable time and on reasonable conditions.

In any event, the Company will notify OpenKM of any information derived from reverse engineering or such other activities, and the results thereof will constitute the confidential information of OpenKM that may be used only in connection with the Software.

15 SOFTWARE MAINTENANCE

Software Maintenance includes OpenKM's provisioning to the Company of updates and/or enhancements of the Software made generally available to customers from time to time, and online technical support (and where applicable, phone support) to one Company-designated technical contact for the sole purpose of addressing technical issues relating to the use of the Software (excluding any form of on- site visits by OpenKM personnel or contractors).

OpenKM will make commercially reasonable best efforts to remedy defective code and to release these fixes as updates according to OpenKM's product roadmap.

16 PUBLICITY RIGHTS

The Company grants OpenKM the right to include the Company as a customer in promotional material for the Software or for OpenKM.

The Company can deny OpenKM this right by submitting a written request via e-mail to sales@openkm.com This e-mail address is being protected from spambots. You need JavaScript enabled to view it requesting to be excluded from such promotional material. Confirmation of such denial (via reply e-mail) must be received prior to purchasing for this to be effective.

Should the Company come to be or already be included in promotional material, as a result of any prior purchases where the Company did not request exclusion from the promotional material, the Company can at any point, submit a written request via e-mail to sales@openkm.com This e-mail address is being protected from spambots. Upon receipt of such request, OpenKM will remove any reference to the Company from such promotional material within 30 days and make no further reference to the Company.

During any term of this Agreement, the Company grants to OpenKM a non-transferable, non-exclusive, license to reproduce and display its logos, trademarks, trade names and similar identifying material so that OpenKM may refer to the Company as a user of the Software should OpenKM so desire, such as on the OpenKM website, in press releases and in other marketing materials

17. CONTRACTOR MANUFACTURER

The Contractor/Manufacturer for the Software is:

Open Knowledge Management System S.L.

C/ Gilabert de centelles 17

07005 - Palma de Mallorca

Balearic Islands

Spain

18. GENERAL

This Agreement is binding on the Company as well as its employees, employers, contractors and agents, and on any successors and assignees. Neither the Software nor any information derived therefrom may be exported except in accordance with the laws of Italy or other applicable provisions. This Agreement is governed by the laws of Italy. This Agreement is the entire agreement between OpenKM and the Company and the Company agrees that OpenKM will not have any liability for any untrue statement or representation made by it, its agents or anyone else (whether innocently or negligently) upon which the Company relied upon entering this Agreement, unless such untrue statement or representation was made fraudulently. This Agreement supersedes any other understandings or agreements, including, but not limited to, advertising, with respect to the Software. If any provision of this Agreement is deemed invalid or unenforceable by any country or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect. The original of this Agreement has been written in English, and that version will govern.

SLA - OpenKM Support Service Level Agreement

Version 2.0, latest update october 2015

This Service Level Agreement (“SLA”) is a policy governing the use of the OpenKM support service under the terms of the OpenKM Knowledge Management S.L. Customer Agreement between OpenKM Knowledge Management S.L. and users of OpenKM (“you”). This SLA applies separately to each installation using OpenKM on-premises. We reserve the right to change the terms of this SLA by posting this document on the Web site or by e-mail.

Service Level Agreements

The OpenKM Support program offers access to the expertise of OpenKM support staff and SLAs that guarantee high availability of your application.

OpenKM will provide reasonable customer support service by telephone and via an online support portal (“Support Services”) Monday through Friday (excluding OpenKM holidays), from 8:00 a.m. until 19:00 p.m. (GMT+1). Support Services will be limited to issues surrounding suspected errors or failures in the Service, and general questions regarding usage of features of the Service.

Support Services by telephone or Skype will be provided **just for issues of level type “Blocker** and only to a single individual who is designated by you as your “**Administrator**“, and a designated Administrator backup. “. OpenKM will not provide telephone support to your end users and you are responsible for all such end user support.

You agree to perform tasks as reasonably requested by OpenKM to aid in the resolution of problems. Prior to starting OpenKM issue, you will take reasonable steps to verify issues reported by end users and to confirm that issues are associated with the Service and not with your computing or networking infrastructure.

Modify the OpenKM database directly by the customer is forbidden and may cause the suspension of the support service.

OpenKM will have no obligation to provide support or assistance with respect to Third-Party Materials.



OpenKM will designate an account manager as a central point of contact within OpenKM for

addressing any technical Service issues. OpenKM may change the designated account manager from time to time by providing notice to you.

OpenKM is not obligated to provide support for any APIs or any integrations created by you based in whole or in part on any APIs.


Support levels:


Level	Name	Description	Target Time to Reponse
1	Blocker	A severe business impact that requires an immediate solution. The service is experiencing downtime or extensive degradation in performance; there is significant risk of corruption or data loss; there is a severe vulnerability to a remote security exploit or denial of service attack. End users are affected and no workaround exists for platforms and tools supported by OpenKM.	4 business hours.
2	Major	Some business impact. The service is operating, but with a short-term workaround in place, or degraded service. End users may be affected but a workaround is in place for supported platforms and tools, or service is degraded but still viable for use.	1 business day.
3	Minor	Minimal business impact. End users are not significantly impacted and service is not impaired.	3 business day.
4	Future request	Little to no immediate business impact. A cosmetic issue or a future feature enhancement request.	Evaluated for roadmap based on market

			feedback, feasibility and other criteria.
<div style="border: 1px dashed green; padding: 10px; margin: 10px 0;">  Usually during the first hour we evaluate your issue setting the issue level and start working on it. </div> <div style="border: 1px dashed orange; padding: 10px; margin: 10px 0;">  Target time resolution is delivered on a commercially reasonable, best-effort basis, and may be delivered as a fix or workaround </div>			

OpenKM services:

Service	On-premise	Cloud
Service availability	Business hours.	Business hours.
Authorized Support Contacts	1	1
Website support	<p>The support must be invoked by the website support.</p> <p>All severity issues are responded to within the initial targeted service level response. Usually during the first hour we will evaluate your issue and will start working on it.</p>	
Access to Phone or Skype	Only when the production system is down or presents a severe performance problems.	
Professional	Access to professional documentation restricted area.	

<p>documentation</p>		
<p>OpenKM Download Center</p>	<p>Access to professional OpenKM Download Center restricted area.</p> <ul style="list-style-type: none"> • Check your OpenKM version status. • OpenKM versions for manual upgrading. • OpenKM Professional Development Environment. 	
<p>Critical alerts</p>	<p>When is discovered critical issue you'll be notified and kept updated about it.</p>	
<p>Notifications service</p>	<p>Be updated each time OpenKM release a new application version or are included new features.</p>	
<p>Daily backup</p>	<p>Not included.</p> <div data-bbox="454 1122 1224 1626" style="border: 1px dashed red; padding: 10px; margin-top: 20px;">  <p>Our goal is to keep your data safe, unfortunately not all depends on us and we need your valuable collaboration as server administrator to have success. OpenKM is not responsible of the backup system or its proper operation. Our compromise is helping your administrator to get your information safe, but your company should have its own backup policy. Take a look at Backup best practices section.</p> </div>	<p>Yes.</p>

 **OpenKM support staff are part of OpenKM research and development team.** Our engineer work with your team to solve the issue in the shortest possible time.

Besides the connection between the customer and the support team members resolving issues, the customer comments, questions and suggestions helps us to evolution the application.

Any production system down issue will be raised to maximum priority level.

**Actions that have an extra cost:**

- Application migration to another server.
- Backup restoring.
- Support for development:
 - Webservices.
 - Workflows.
 - Plugins.
 - Scripts.
 - Integration with-party applications.
 - Etc.
- Any problem caused by third-party application that have negative consequences in OpenKM.
- Problems derived from changes to the server that has negative consequences in OpenKM.

Actions not included in the support service:

- Server management.
 - Operating system support, upgrade and configuration.
 - Configuration of network drives.
 - Configuration of network servers.
 - Extend and manage disk drives.
 - Etc.
- Configuration of hardware devices (eg routers).
- Support of third-party applications.
- Problems occasioned by direct database manipulation.

TOS - OpenKM Cloud Terms of Service

Version 2.0, latest update october 2015

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING AND/OR OTHERWISE USING THE OPENKM CLOUD SERVICE (“THE SERVICE”). THE SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY ACCESSING OR OTHERWISE USING THE SERVICE THE USER AGREES AND IS DEEMED TO HAVE AGREED TO OBSERVE ALL THE TERMS & CONDITIONS OF USE.

OpenKM Cloud Services Agreement, including the documents located at URLs (the "Agreement") is between OpenKM Knowledge Management S.L. , a Spanish corporation (“OpenKM”), and the user of OpenKM software and services who accepts the terms of this Agreement ("You"). The effective date of this Agreement (“Effective Date”) is the earlier of the date that You sign or accept this Agreement or the date that You use OpenKM’s software or services.

If you are acting on behalf of a corporate entity, you hereby represent that you are authorized to bind such corporate entity. If you do not wish to be bound by these terms and conditions do not access or use the Service.

These terms and conditions represent an agreement entered into between yourself and OpenKM Knowledge Management S.L. ("OpenKM"). OpenKM reserves the right, in its sole discretion, to modify these terms or the Service fees at any time, effective upon the date OpenKM posts revised terms or fees on its web site. Your continued use of the Service constitutes your binding acceptance of these terms including any changes or modifications that OpenKM may make.

1. Scope of Agreement

This Agreement covers the terms and conditions for Your use of the cloud-based content management services ("Cloud Services"), which may include software and related materials ("Cloud Software") made available by OpenKM.

2. General Conditions of Use

2.1 Third Party Use.

If You provide third parties with access to Content (defined in Section 3.1) and/or the Cloud

Services, You are responsible for any third party that you have authorized to access to the Cloud Services and You will be deemed to have made any action that You permit, facilitate or assist the third party in taking relating to this Agreement, Content or use of the Cloud Services.

2.2 Your Use and Compliance with Terms

You agree to use the Cloud Services in accordance with all applicable laws and regulations, the Acceptable Use Policy and this Agreement. If OpenKM has reason to believe that You have breached this Agreement or the Acceptable Use Policy, OpenKM or its designated agent may inspect Your use of the Cloud Services, Content and records, to verify Your compliance with this Agreement. OpenKM will give You written notice of any non-compliance and You agree to remedy Your non-compliance immediately. If Your non-compliance is not remedied within two business (2) days, OpenKM may suspend or terminate Your access. OpenKM may terminate Your access immediately if it reasonably believes Your use of the Cloud Services violates any law (civil or criminal), order or regulation in any country.

3. Fees and Payment

3.1 Fees

Fees for the Cloud Services (the "**Fees**") will be identified in an Order Form and are based on the number of Users, the amount of storage, and other services provided by OpenKM. An "**Order Form**" is either signed by the parties or otherwise accepted by OpenKM and may consist of (a) a mutually agreed order form or (b) an order placed by You through OpenKM's online store accessible from an OpenKM website. A "**User**" is an individual employee, agent, independent contractor or consultant of Yours who has a company email address and is authorized or otherwise designated or permitted by You to access and use the Cloud Services pursuant to this Agreement. Fees are (a) due upon OpenKM's acceptance of an Order Form or, for renewal of the Cloud Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in the currency set forth in the applicable Order Form and must be paid in such currency. You agree to pay OpenKM the applicable Fees for all Users.

3.2 Invoices

If You desire credit terms with respect to the payment of Fees, you agree to reasonably cooperate

with OpenKM to establish and review Your credit-worthiness. If credit terms are provided to You, OpenKM will invoice You for the Fees upon acceptance of the applicable Order Form and up to thirty (30) days prior to the start of any renewal term. You agree to pay the Fees no later than thirty (30) days from the date of each invoice. Any and all payments made by You pursuant to this Agreement are non-refundable except as otherwise provided in this Agreement. OpenKM reserves the right to suspend the Cloud Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

3.3 Taxes

All Fees are exclusive of Taxes. You will pay OpenKM an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by OpenKM. "Taxes" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of OpenKM. If You are required to withhold or deduct any portion of the payments due to OpenKM, You agree to increase the sum payable to OpenKM by the amount necessary so that OpenKM receives an amount equal to the sum it would have received had You made no withholdings or deductions.

4. Content

4.1 Content

"Content" means any file, data, material or other information, including without limitation, audio and/or visual files, text, images, documents, spreadsheets, hyperlinks, web form entries, text messages, web pages and any other similar file, data, material or other information not provided by OpenKM. You (a) agree to use Content in compliance with this Agreement and the Acceptable Use Policy; (b) are solely responsible for the use and deployment of Content in connection with the Cloud Services; (c) represent and warrant that You own all rights in, or have received a valid license to use, the Content, which rights or license are sufficient to enable Your use of the Cloud Services and that any use by You and OpenKM in providing the Cloud Services does not infringe the intellectual property rights of any third party; (d) further represent and warrant that use of Content by You and OpenKM in connection with the Cloud Services is lawful; (e) are solely responsible for compliance with the Acceptable Use Policy, this Agreement and all applicable laws and agree to remove immediately any Content that violates the Acceptable Use Policy, this Agreement or any applicable law; and (f) are responsible for maintaining licenses and adhering to all license terms

applicable to any Content used by You or OpenKM. OpenKM will not be responsible under any circumstances for any claims, damages or other actions relating to Content or Your actions while using the Cloud Services.

You must immediately respond to any notice You receive claiming that Content violates a third party's rights, including notices under the Digital Millennium Copyright Act and to take corrective action, including but not limited to promptly removing any such Content.

4.2 Your License to OpenKM

You grant to OpenKM, and any third party service provider on whose services OpenKM may depend to provide the Cloud Services, a perpetual, worldwide, non-exclusive, non-transferable, royalty-free license to make, use, reproduce, prepare derivative works, distribute, perform and display Content for the purpose of providing the Cloud Services. Except as set forth in this Section, OpenKM doesn't obtain any right in Content under this Agreement.

5. Data Privacy and Security

5.1 Data Transfer

You acknowledge and agree that to provide the Cloud Services it may be necessary for Content or other information to be transferred between OpenKM, its affiliates, and/or subcontractors, which may be located worldwide.

5.2 Privacy Policy

Our privacy statement is located on our Web site at www.openkm.com("Privacy Statement") and is incorporated herein by reference. The privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you

supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

The Cloud Services may not be used to store, handle or process any personally identifiable information (including, but not limited to healthcare or financial information) pertaining to You or any third parties. Such information and data should not be uploaded to the Cloud Services.

5.3 Legal Process

OpenKM may provide information, including Content and information concerning Your account, as required by law (such as responding to a subpoena, warrant, audit, or agency action, or to prevent fraud) or to establish or exercise its legal rights or defend against legal claims. OpenKM will not be liable for any use or disclosure of such information to such third parties.

6. Scope of Cloud Services

6.1 Support

OpenKM will provide reasonable customer support service via an online support service. All Support Services will be limited to issues surrounding the issuance of usage of features of the Service.

The Support Services will be provided only to a single individual who is designated by you as your "Administrator". OpenKM will not provide support to your end users and you are responsible for all such support.

The detailed [SLA - OpenKM Support Service Level Agreement](#).

6.2 Changes

OpenKM intends to periodically update, improve or modify certain functionality associated with the Cloud Services. OpenKM reserves the right at any time to change and/or discontinue any or all of

the features or functionality of the Cloud Services. OpenKM does not commit to deliver any new products, features or functionality for general availability.

6.3 Service Levels

The Cloud Services are generally provided through internet connectivity and third party service providers that OpenKM does not control and may be subject to delays, outages or other problems. OpenKM is not responsible for any such delays or outages.

7. Intellectual Property

7.1 Trademarks

The OpenKM and third party trademarks, logos, trade names and service marks ("**Marks**") displayed as part of the Cloud Services are the property of OpenKM, its affiliates, or other third parties. You are not permitted to use these Marks without the prior written consent of OpenKM, its affiliates, or the third party trademark owner.

7.2 Rights in Services

You agree that OpenKM and its licensors own all legal rights and interests, including intellectual property rights, in the Cloud Services. OpenKM grants to You a non-transferable, non-exclusive, limited, revocable license to use the Cloud Services as contemplated under this Agreement. You only acquire the right to use the Cloud Services and do not acquire any rights of ownership in the Cloud Services.

You will not (a) sublicense, sell, rent, distribute, assign or otherwise transfer the Cloud Services; (b) reverse engineer, decompile or disassemble the Cloud Services except to the extent such conduct is permitted under applicable law notwithstanding this restriction; (c) remove or modify any of the copyright, trademark or other proprietary notices contained in the Cloud Services; (d) modify or create derivative works of the Cloud Services; or (e) use the Cloud Services to create products or services that compete with any of the Cloud Services. OpenKM reserves all rights to the Cloud Services not expressly granted herein.

7.3 Rights in Software

No license to the Cloud Software is being granted under this Agreement. OpenKM and its licensors will own all right, title, and interest to the Cloud Software, technology, information, code or

software provided to Company, including all portions, copies or modifications thereof.

8. Term and Termination of Agreement

The term of this Agreement begins on the date the Order Form is executed and continues for the term stated in the Order Form. Thereafter, the term will automatically renew for successive terms of the same duration as the initial term, unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before the commencement of the next renewal term. If You or OpenKM materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement. Without limiting other rights OpenKM may have, OpenKM may suspend Your use of the Cloud Services upon five (5) days written notice if You have breached this Agreement, the Acceptable Use Policy or applicable law. Following termination or expiration of this Agreement, You will no longer be able to access or use the Cloud Services. If this Agreement expires or is terminated for any reason, the following sections will survive such termination or expiration: 3, 4.2, 7.

9. Disclaimer of Warranties

You understand and agree that the Cloud Software and Cloud Services may contain bugs, errors and/or inadequacies. OpenKM is not liable and will not be held accountable for any loss of Your data. FOR ALL CIRCUMSTANCES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES PROVIDED BY OPENKM ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. OPENKM DOES NOT GUARANTEE THAT THE USE OF THE CLOUD SOFTWARE OR CLOUD SERVICES WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT OPENKM WILL CORRECT ALL SOFTWARE OR SERVICE ERRORS. You agree that you are solely responsible for the results obtained from the use of the Cloud Software and Cloud Services.

9. Limitation Of Liability And Disclaimer Of Damages

9.1 Disclaimer of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL OPENKM OR ITS AFFILIATES BE LIABLE TO YOU OR YOUR AFFILIATES FOR DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CONTENT, TERMINATION OF YOUR ACCOUNT, ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF OPENKM OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9.2 Limitation of Liability

FOR ALL EVENTS AND CIRCUMSTANCES, OPENKM AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY OPENKM FROM YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT OPENKM'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD.

10. Indemnification.

You agree to indemnify and hold harmless OpenKM, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and associated litigation expenses) arising out of or relating to: (a) Your use of the Cloud Services (including any Cloud Software); (b) Your breach of this Agreement or the Acceptable Use Policy, or violation of applicable law by You or any third party You permit to use Your account, (c) Content or the combination of Content with other applications, content or processes, (d) any claim or allegation that Content infringes or misappropriates the intellectual property rights of any third party, or (e) OpenKM's response to any third party subpoena, warrant, audit, agency action or other legal order or process concerning Content, Your account and/or use by You of the Cloud Services and Cloud Software. OpenKM will provide You with written notice of any claim, suit or action, but its failure to do so does not relieve You of Your obligations under this section.

11. Export Control

OpenKM may supply You with software, services and/or technical data that is subject to export control restrictions (the "Export Control Laws"). You agree to comply with all applicable Export Control Laws and agree not to use the Cloud Services or Cloud Software if You are barred from receiving them under any of the Export Control Laws. OpenKM will not be responsible for Your compliance with the Export Control Laws.

12. Publicity and Benchmarking.

You may not misrepresent your relationship with OpenKM nor suggest or publish that OpenKM or any of its affiliates or licensors endorses, sponsors, contributes to or provides support for Content or You. You may not publish the results of any benchmarking studies that You conduct in connection with the Cloud Services unless You obtain OpenKM's prior written approval.

13. General

13.1 Governing Law

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with Spanish law without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably agrees that the courts of Spain will have exclusive jurisdiction to settle any dispute or claim that

arises from or in connection with this Agreement.

13.2 Assignment

This Agreement is binding on the parties to this Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy of any nature whatsoever. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, OpenKM may assign this Agreement pursuant to a merger or a sale of all or substantially all of its assets or stock.

13.3 Third Party Rights

Except for OpenKM's affiliates as expressly provided in this Agreement, a person who is not a party to this Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This section does not affect any right or remedy of any person which exists, or is available, other than pursuant to the Act.

13.4 Independent Contractor

OpenKM is an independent contractor and nothing in this Agreement or related to OpenKM's performance will be construed to create an employment or agency relationship between You (or any of Your personnel) and OpenKM (or any OpenKM personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits.

13.5 Entire Agreement

This Agreement, the Order Form, Privacy Policy and the Acceptable Use Policy constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in any other documents and represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of this Agreement. Any claim relating to the provision of the Cloud Services by OpenKM, its affiliates or their respective personnel will be made against OpenKM alone.

13.6 Force Majeure

Neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts, omissions laws or regulations, labor strikes or difficulties, communications systems breakdowns or failure of the Internet, hardware or software failures (other than those attributable to the party hereto that has failed to perform hereunder), transportation stoppages or slowdowns or the inability to procure supplies or materials. If any of these causes continue to prevent or delay performance for more than 14 days, the affected party may terminate this Agreement, effective immediately upon written notice to the other party. Notwithstanding the foregoing, this Section shall not apply to requirements to make payments.

13.7 Severability

If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

13.8 Waiver

The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

13.9 Headings

All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

13.10 Amendment

This Agreement may only be amended or modified in a writing signed by the parties, which writing makes specific reference to this Agreement.

Use of Service

Upon payment of the applicable fee, you will be provided with access to the Service. You will be entitled to activate a number of user accounts on the server against payment of the applicable contract fees in respect of the number of user accounts requested. You and/or your employees will

be entitled to access and use the Service solely on your behalf.

Additionally, you agree that the administrative contact for any services provided to you (including, but not limited to, software registration and activation services) is your agent with full authority to act on your behalf with respect to such services, including (but not limited to) the authority to terminate, transfer (where transfer is permitted by the Agreement), or modify such services, or purchase additional services.

You agree that your use and access to the Service will at all times be in accordance with all applicable laws and regulations of application and applicable to such use and access of the Service. The Service is provided by OpenKM to you subject to the condition that you hereby undertake not to abuse or make fraudulent use of the Service, which abuse or fraud will include any illegal or unlawful activity, the collection, development or distribution of malicious code; hacking or cracking activities; the uploading of pornographic and/or copyright protected material and/or material that infringes any other person's rights.

Excluding maintenance periods and downtime, you may electronically access and use the Service 24-hours a day, 7-days a week.

OpenKM reserves the right to restrict, suspend or terminate your access to and/or use of all or any part of the Service at any time and for any reason valid in law. OpenKM's goal is to ensure timely activation of the Service; however, OpenKM cannot and does not guarantee that activations will be processed within specified timeframes.

OpenKM will not be liable, and you will not be entitled to a refund, for service outages, including, but not limited to those caused by or related to maintenance issues, servers, the technology that underlies the Service, failures of OpenKM direct or indirect service (including, but not limited to, telecommunications, hosting and power), computer viruses, natural disasters or other destruction or damage to OpenKM facilities, acts of nature, war, civil disturbance, court order, legislative or regulatory action, catastrophic weather condition, third party interference or other causes beyond OpenKM's reasonable control.

Account access

To access or use the Service or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or pass phrase. You authorize us to process

any and all account transactions initiated through the use of your login name, account number, password and/or pass phrase. You are solely responsible for maintaining the confidentiality of your login name, account number, password and pass phrase. You must immediately notify us of any unauthorized use of your login name account number, password or pass phrase, and you are responsible for any unauthorized activities, charges and/or liabilities made on or through your login name account number, password or pass phrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or pass phrase or security authentication option.

Agents

You agree that, if your agent, (e.g., your administrative contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

Right of refusal

OpenKM, in its sole discretion, reserve the right to refuse to open an account or provide you with access to the Service. In the event we do not open an account or provide access to the Service, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to open your account or provide access to the Service.

Term of Agreement

This Agreement will commence on the date you register for the Service and will continue for the duration of the contract provided that all applicable fees in respect of the number of end users elected by you to make use of the Service have been paid. OpenKM also reserves the right to terminate this Agreement earlier for any reason valid in law or in terms of this Agreement. In

particular, if you fail to pay fees due and owing, you will immediately be denied access to and/or use of the Service.

Fees and Taxes

As consideration for the granting of access to the Service, or, if applicable, upon receipt of your invoice from OpenKM. All fees are due immediately and are non-refundable. The fees for the Service are based on the number of end users you have been granted or on particular conditions specified in the purchase contract.

All fees include taxes where applicable. If OpenKM is required to pay any sales, use, GST, VAT, or other taxes in connection with the Service, other than taxes based on OpenKM's income, such taxes will be billed to and paid by you.

Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal.

Accurate information

You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services.

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OpenKM shall have reasonable protection in place to minimize the risk of data or information becoming lost or accessed in an unauthorized manner while you are using the Service. OpenKM does not guarantee the security of the Service and OpenKM will not be responsible in the event of any infiltration of its security systems. You acknowledge that all security and copy protection systems are inherently fallible.

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The flow of data over the Internet depends in large part on the performance of connections and services provided by third parties. Failure of these parties to perform their services correctly can disrupt Internet sessions. OpenKM cannot guarantee such events will not occur, and disclaims any and all liability, claims or losses resulting from or relating to such events.

Information

You acknowledge that, in providing the Service, OpenKM could rely upon information, instructions and services from you, your employees and agents and other third parties. You fully assume the risk associated with errors in such information, instructions and services provided that OpenKM has accurately transmitted data and/or complied with your instructions.

Relationship of Parties

You and OpenKM are independent parties. Nothing in this Agreement shall be construed as making

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No Third-Party Beneficiaries

There are no third-party beneficiaries of this Agreement.

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EULA - OpenKM SDK End User License Agreement

Version 1.0, latest update october 2015

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