- 1. **Preamble**: This Agreement governs the relationship between you (in this Agreement "Licensee") and KUSoftas, and its affiliates (in this Agreement "Licensor") for the use of the KUSoftas CMS application contained herein ("Software"). This Agreement sets the terms, rights, restrictions and obligations on using Software created and owned by Licensor, as detailed herein. The Licensor offers the Software in the following editions: "Free", "Trial", "Education", "Purchase" and "Regular".
- 2. **License Grant**: The Licensor grants the License to the Licensee as a non-exclusive license and subject to the terms and conditions as to the scope of the License set out in this Clause 2:
 - 1. **Limited**: Licensee may use Software for the purpose of:
 - 1. Running Software on Licensee's Website[s] and Server[s];
 - 2. Allowing 3rd Parties to run Software on Licensee's Website[s] and Server[s];
 - 3. Publishing Software's output to Licensee and 3rd Parties.
 - 2. **Allowed sites**: Licensee may run Software only on sites with licensed URL's (with exception of "Free" edition).
 - 3. **Binary Restricted**: Licensee may sublicense Software as a part of a larger work containing more than Software, distributed solely in Object or Binary form under a personal, non-sublicensable, limited license. Such redistribution shall be limited to unlimited codebases.
 - 4. **Non Assignable & Non-Transferable**: Licensee may not assign or transfer his rights and duties under this license.
 - 5. **Commercial, Royalty Free**: Licensee may use Software for any purpose, including paid-services, without any royalties.
 - 6. **Licensee shall not**: (and shall not permit any third party to do so) by any means translate, process, alter, reverse engineer, decompile, disassemble or otherwise modify the Software.
 - 7. **KUSoftas retains all title to and ownership**: of all rights with respect of the Software's source code and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents and other intellectual property rights.
 - 8. **With support & maintenance**: Licensor shall provide Licensee support and maintenance as follows in Causes 9 and 10 of this Agreement.
 - 9. Licensee hereby acknowledges that Software contains Licensor's trade secrets and other proprietary information that has not been disclosed to the public domain. Licensee shall not disclose, reveal, make available or convey to any 3rd party portions of Software, including Software's know-how, means of operations, algorithms, and any other proprietary information (hereinafter: Confidential Information). Licensee's obligations shall remain in effect as long as Confidential Information does not (i) enter into the public domain by any voluntary act made by Licensor; or (ii) Licensee is ordered by a definite court order, or any other legal authority, to disclose Confidential Information; or (iii) Confidential Information was independently developed by a 3rd Party who was not exposed to the Software. Licensee shall require any 3rd party who sublicenses Software to sign a non-disclosure agreement no less restrictive than this license.
- 3. **Term & Termination**: The Term of this license shall be until terminated. Licensor may terminate this Agreement, including Licensee's license in the case where Licensee:
 - 1. Became insolvent or otherwise entered into any liquidation process; or
 - 2. Exported The Software to any jurisdiction where licensor may not enforce his rights under this agreement in; or
 - 3. Licensee was in breach of any of this license's terms and conditions and such breach was not cured, immediately upon notification; or
 - 4. Licensee in breach of any of the terms of clause 2 to this license; or
 - 5. Licensee otherwise entered into any arrangement which caused Licensor to be unable to enforce his rights under this License.

Upon termination of this Agreement, the License granted hereunder will terminate. Upon termination of this Agreement the Licensee must cease all use of the Software any other Licensor's materials and the Licensee shall delete or destroy all reproductions of the Software available to it, regarding of their form. The Licensor reserves the right to require the Licensee to show satisfactory proof that all copies of the Software have been uninstalled and, if so requested by the Licensor, destroyed or returned to the Licensor at its option. The Licensee shall immediately pay to the Licensor any sums remaining due to the Licensor under this Agreement in respect of the period prior to termination.

4. **Payment**: In consideration of the License granted under clause 2, Licensee shall pay Licensor a fee, via Credit-Card, PayPal or any other mean which Licensor may deem adequate. Failure to perform payment shall construe as material breach of this Agreement.

5. "Free" edition:

- 1. Clauses 2.1.2, 2.2, 2.3, 2.5 and 4 of this Agreement do not apply to the "Free" edition of the Software.
- 2. The Software license is granted to the Licensee free of charge and solely only for its own needs
- 3. On each web presentation (each page of the presentation) which is administered with the use of the Software, the Licensee shall display text reading "Site is running on KUSoftas CMS" containing a hypertext link to the Licensor's website located at the Internet address http://www.kusoftas.com.
- 4. Licensee shall not remove any logos or other marks of the Licensor from the Software.

6. "Trial" edition:

- 1. Clauses 2.1.2, 2.3, 2.5 and 4 of this Agreement do not apply to the "Trial" edition of the Software.
- 2. The Software license is granted to the Licensee free of charge for 30 days (or other Licensee requested date period confirmed by Licensor) starting from the moment of the license issue solely only for its own needs.
- 3. Licensee shall not remove any logos or other marks of the Licensor from the Software.

7. "Education" edition:

- 1. Clauses 2.1.2, 2.3, 2.5 and 4 of this Agreement do not apply to the "Education" edition of the Software.
- 2. The Software license is granted to the Licensee free of charge for Licensee requested date period confirmed by Licensor starting from the moment of the license solely only for its own needs.
- 3. On each web presentation (each page of the presentation) which is administered with the use of the Software, the Licensee shall display text reading "Site is running on KUSoftas CMS" containing a hypertext link to the Licensor's website located at the Internet address http://www.kusoftas.com.
- 4. Licensee shall not remove any logos or other marks of the Licensor from the Software.
- 8. "Regular" edition: requires additional special Licensing agreement between Licensor and Licensee.
- 9. **Upgrades, Updates and Fixes**: Licensor may provide Licensee, from time to time, with Upgrades, Updates or Fixes, as detailed herein and according to his sole discretion. Licensee hereby warrants to keep The Software up-to-date and install all relevant updates and fixes, and may, at his sole discretion, purchase upgrades, according to the rates set by Licensor. Licensor shall provide any update or Fix free of charge; however, nothing in this Agreement shall require Licensor to provide Updates or Fixes.
 - 1. **Upgrades**: for the purpose of this license, an Upgrade shall be a material amendment in The Software, which contains new features and or major performance improvements and shall

- be marked as a new version number. For example, should Licensee purchase The Software under version 1.X.X, an upgrade shall commence under number 2.0.0.
- 2. **Updates**: for the purpose of this license, an update shall be a minor amendment in The Software, which may contain new features or minor improvements and shall be marked as a new sub-version number. For example, should Licensee purchase The Software under version 1.1.X, an update shall commence under number 1.2.0.
- 3. **Fixes**: for the purpose of this license, a fix shall be a minor amendment in The Software, intended to remove bugs or alter minor features which impair the The Software's functionality. A fix shall be marked as a new sub-sub-version number. For example, should Licensee purchase Software under version 1.1.1, an upgrade shall commence under number 1.1.2.
- 10. **Support**: Software is provided with limited support, as detailed in the Software's SLA detailed under the License Grant. Licensor shall provide support via the issue tracker and / or electronic mail and on regular business days and hours.
 - 1. **Bug Notification**: Licensee may provide Licensor of details regarding any bug, defect or failure in The Software promptly and with no delay from such event; Licensee shall comply with Licensor's request for information regarding bugs, defects or failures and furnish him with information, screenshots and try to reproduce such bugs, defects or failures.
 - 2. **Feature Request**: Licensee may request additional features in Software, provided, however, that (i) Licensee shall waive any claim or right in such feature should feature be developed by Licensor; (ii) Licensee shall be prohibited from developing the feature, or disclose such feature request, or feature, to any 3rd party directly competing with Licensor or any 3rd party which may be, following the development of such feature, in direct competition with Licensor; (iii) Licensee warrants that feature does not infringe any 3rd party patent, trademark, trade-secret or any other intellectual property right; and (iv) Licensee developed, envisioned or created the feature solely by himself.
- 11. **Liability**: To the extent permitted under Law, The Software is provided under an AS-IS basis. Licensor shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by Licensee as a result of Software's actions, failure, bugs and/or any other interaction between The Software and Licensee's end-equipment, computers, other software or any 3rd party, end-equipment, computer or services. Moreover, Licensor shall never be liable for any defect in source code written by Licensee when relying on The Software or using The Software's source code.

12. Warranty:

- 1. **Intellectual Property**: Licensor hereby warrants that The Software does not violate or infringe any 3rd party claims in regards to intellectual property, patents and/or trademarks and that to the best of its knowledge no legal action has been taken against it for any infringement or violation of any 3rd party intellectual property rights.
- 2. **No-Warranty**: The Software is provided without any warranty; Licensor hereby disclaims any warranty that The Software shall be error free, without defects or code which may cause damage to Licensee's computers or to Licensee, and that Software shall be functional. Licensee shall be solely liable to any damage, defect or loss incurred as a result of operating software and undertake the risks contained in running The Software on License's Server[s] and Website[s].
- 3. **Prior Inspection**: Licensee hereby states that he inspected The Software thoroughly and found it satisfactory and adequate to his needs, that it does not interfere with his regular operation and that it does meet the standards and scope of his computer systems and architecture. Licensee found that The Software interacts with his development, website and server environment and that it does not infringe any of End User License Agreement of any software Licensee may use in performing his services. Licensee hereby waives any claims

regarding The Software's incompatibility, performance, results and features, and warrants that he inspected the The Software.

- 13. **No Refunds**: Licensee warrants that he inspected The Software according to clause 12 and that it is adequate to his needs. Accordingly, as The Software is intangible goods, Licensee shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if The Software contains material flaws.
- 14. **Indemnification**: Licensee hereby warrants to hold Licensor harmless and indemnify Licensor for any lawsuit brought against it in regards to Licensee's use of The Software in means that violate, breach or otherwise circumvent this license, Licensor's intellectual property rights or Licensor's title in The Software. Licensor shall promptly notify Licensee in case of such legal action and request Licensee's consent prior to any settlement in relation to such lawsuit or claim.
- 15. **Governing Law, Jurisdiction**: Licensee hereby agrees not to initiate class-action lawsuits against Licensor in relation to this license and to compensate Licensor for any legal fees, cost or attorney fees should any claim brought by Licensee against Licensor be denied, in part or in full.

16. Third Party Copyright:

- 1. The Licensee acknowledges that the Software contains elements of open-source software. Such third party open-source software is in particular the computer programs and graphic works in electronic form listed in Schedule no. 1 to this Agreement.
- 2. Inclusion of such third party open-source software in the Software in accordance with Clause 16.1 of this Agreement is in accordance with their respective license terms.
- 3. The Licensee acknowledges that the use of proprietary third party software in accordance with Clause 16.1 of this Agreement is governed by license arrangements with third parties.

Schedule no. 1 of the License Agreement – List of third party open-source computer programs and graphic works in electronic form which form part of the Software

- 1. **jQuery** is a fast, small, and feature-rich JavaScript library, Copyright 2015 jQuery Foundation, Inc. and other contributors (*MIT license*); http://jquery.com.
- 2. **jQuery UI** is a curated set of user interface interactions, effects, widgets, and themes built on top of the jQuery JavaScript Library, Copyright 2015 jQuery Foundation and other contributors (*MIT license*); http://jqueryui.com.
- 3. **DataTables** is a plug-in for the jQuery Javascript library. It is a highly flexible tool, based upon the foundations of progressive enhancement, which will add advanced interaction controls to any HTML table, Copyright 2008-2015 SpryMedia Ltd (*MIT license*); http://datatables.net.
- 4. **Fancytree** jQuery plugin (sequel of DynaTree 1.x) is a JavaScript dynamic tree view plugin for jQuery with support for persistence, keyboard, checkboxes, tables, drag'n'drop, and lazy loading, Copyright (c) 2008-2015 Martin Wendt (*MIT license*); https://github.com/mar10/fancytree.
- 5. **elFinder** is an open-source file manager for web, written in JavaScript using jQuery and jQuery UI, Copyright 2009-2012 Studio 42 (*BSD license*); https://github.com/Studio-42/elFinder.
- 6. **elRTE** is an open-source WYSIWYG HTML-editor written in JavaScript using jQuery UI, created by Dmitry Levashov (*BSD license*); https://github.com/Studio-42/elRTE.
- 7. **Superfish** is a jQuery plugin that adds usability enhancements to multi-level drop-down menus, Copyright (c) 2013 Joel Birch (*MIT license*); https://github.com/joeldbirch/superfish.
- 8. **contextMenu** is a management facility for context menus, created by Rodney Rehm, Addy Osmani (*MIT license*); https://github.com/medialize/jQuery-contextMenu.
- 9. **DialogExtend** is an extension for the jQuery UI Dialog for Maximize and Minimize, Copyright (c) 2013 Crab, ROMB (*MIT license*); https://github.com/ROMB/jquery-dialogextend.
- 10. **timepicker** addon adds a timepicker to jQuery UI Datepicker, Copyright (c) 2013 Trent Richardson (*MIT license*); http://trentrichardson.com/examples/timepicker.

- 11. **qTip**² is the second generation of the advanced qTip plugin for the ever popular jQuery framework. qTip² provides you with tonnes of features like speech bubble tips and imagemap support, and best of all, Copyright (c) 2013 Craig Michael Thompson (*MIT license*); http://qtip2.com.
- 12. **hoverIntent** is a plug-in that attempts to determine the user's intent... like a crystal ball, only with mouse movement! It is similar to jQuery's hover method, Copyright 2007, 2013 Brian Cherne (*MIT license*); http://cherne.net/brian/resources/jquery.hoverIntent.html.
- 13. **Validation** is a jQuery plugin makes simple clientside form validation trivial, while offering lots of option for customization, Copyright 2013 Jörn Zaefferer (*MIT license*); http://bassistance.de/jquery-plugins/jquery-plugin-validation.
- 14. The jQuery **Form** Plugin allows you to easily and unobtrusively upgrade HTML forms to use AJAX, Copyright (c) 2013 M. Alsup (*MIT license*); http://malsup.com/jquery/form.
- 15. **Jeditable** Edit In Place Plugin For jQuery, Copyright (c) 2006-2009 Mika Tuupola, Dylan Verheul (*MIT license*); http://www.appelsiini.net/projects/jeditable.
- 16. **JavaScript MD5** is a JavaScript implementation of MD5, created by Paul Johnston & Contributors (*BSD license*); http://pajhome.org.uk/crypt/md5.
- 17. **jQuery Syntax Highlighter** is a jQuery Extension for Google's Prettify Syntax Highlighter, Copyright (c) 2009-2010 Benjamin Arthur Lupton (*MIT license*); https://github.com/balupton/jquery-syntaxhighlighter/tree/master.
- 18. **Smarty** is a template engine for PHP, facilitating the separation of presentation (HTML/CSS) from application logic, Copyright 2002-2015 New Digital Group, Inc (*LGPL license*); http://www.smarty.net..
- 19. **Slim** is a PHP micro framework that helps you quickly write simple yet powerful web applications and APIs, Copyright 2012 Josh Lockhart (*MIT license*); http://www.slimframework.com.
- 20. **Sabre/DAV** is the most popular WebDAV framework for PHP, Copyright 2007-2014 fruux GmbH (*BSD license*); http://sabre.io/day.
- 21. **scssphp** is a compiler for SCSS written in PHP, Copyright 2012-2013 Leaf Corcoran (*MIT license*); http://leafo.net/scssphp.
- 22. **lessphp** is a compiler for LESS written in PHP, Copyright 2012 Leaf Corcoran (*MIT license*); http://leafo.net/lessphp.
- 23. **HTTP digest auth** abstract class written in PHP, Copyright 2010 Alan Shaw (*MIT license*); https://github.com/alanshaw/php-http-digest-auth.
- 24. **Po Parser** is a personal project to fulfill a need I got: parse po files and edit its content using PHP, Copyright 2012 Raúl Ferràs (*BSD license*); https://github.com/raulferras/PHP-po-parser.
- 25. **Smarty-gettext** is a module that provides gettext support to Smarty, the popular PHP template engine, Copyright (c) 2004-2005 Sagi Bashari, 2010-2013 Elan Ruusamäe (*LGPL license*); https://github.com/smarty-gettext/smarty-gettext.
- 26. **Apache log4php**TM is a versatile logging framework for PHP, The Apache Software Foundation (*Apache License, Version 2.0*); http://logging.apache.org/log4php.
- 27. **Tipue Search** is a site search engine jQuery plugin, Copyright (c) 2013 Tipue (*MIT license*); http://www.tipue.com/search.
- 28. **UI Position** Position an element relative to another, Copyright 2013 jQuery Foundation and other contributors (*MIT license*); http://api.jqueryui.com/position.
- 29. **Jed** is a Gettext Style i18n for Modern JavaScript Apps, created by Alex Sexton (*WFTPL license*); https://github.com/SlexAxton/Jed.
- 30. **JQuery-Snowfall** makes it snow on any web page or specific element, developed by Jason Brown (*Apache License, Version 2.0*); https://github.com/loktar00/JQuery-Snowfall.
- 31. **jquery-cookie** a simple, lightweight jQuery plugin for reading, writing and deleting cookies, Copyright 2013 Klaus Hartl (*MIT License*); https://github.com/carhartl/jquery-cookie.
- 32. **jQuery Placeholder** sets up a watermark for inputted fields, Copyright 2010 Michael J. Ryan (*MIT License*); http://tracker1.info.

- 33. **Transit** is super-smooth CSS transitions & transformations for jQuery, Copyright 2011-2012 Rico Sta. Cruz (*MIT License*); http://ricostacruz.com/jquery.transit.
- 34. **JSON 3** is a modern JSON implementation compatible with a variety of JavaScript platforms, Copyright 2012-2014, Kit Cambridge (*MIT License*); http://bestiejs.github.io/json3.
- 35. **PHPMailer** is Query Extension for Google's Prettify Syntax Highlighter, Copyright 2012 2014 Marcus Bointon, Copyright 2010 2012 Jim Jagielski, Copyright 2004 2009 Andy Prevost (*LGPL license*); https://github.com/PHPMailer/PHPMailer.
- 36. **CodeMirror** is a versatile text editor implemented in JavaScript for the browser, Copyright 2014 by Marijn Haverbeke and others (*MIT license*); http://codemirror.net.
- 37. **Jcrop** is the jQuery Image Cropping Plugin, Copyright (c) 2008-2013 Tapmodo Interactive LLC (*MIT license*); https://github.com/tapmodo/Jcrop.
- 38. **Patchwork UTF-8** for PHP, Copyright (c) 2013 Nicolas Grekas (*Apache 2.0 license*); https://github.com/nicolas-grekas/Patchwork-UTF8.
- 39. **NlpTools** is a set of php 5.3+ classes for beginner to semi advanced natural language processing work, Copyright (c) 2013 Angelos Katharopoulos (*WFTPL license*); https://github.com/angeloskath/php-nlp-tools.
- 40. **Colorbox** is a lightweight customizable lightbox plugin for jQuery, Copyright (c) 2015 Jack Moore (*MIT license*); http://www.jacklmoore.com/colorbox.
- 41. **SlickNav** is responsive Mobile Menu jQuery Plugin, Copyright (c) 2015 Josh Cope (*MIT license*); https://github.com/ComputerWolf/SlickNav.