EPHOX CORPORATION
2300 Geng Road, Suite 220
Palo Alto, CA 94303
United States of America

Software Terms & Conditions of Use

NOTICE TO USER:

THIS EPHOX SOFTWARE LICENSE AGREEMENT ('AGREEMENT') GOVERNS YOUR USE OF THE SOFTWARE ACCOMPANYING IT. BEFORE CLICKING 'ACCEPT' PLEASE CAREFULLY READ THIS AGREEMENT, WHICH CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ('LICENSEE', 'YOU' OR 'YOUR') ARE ACQUIRING A LICENSE TO USE THE ACCOMPANYING SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT CLICK 'ACCEPT'. BY CLICKING ON 'ACCEPT' YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU WILL BE ACQUIRING A LICENSE TO USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF YOU RECEIVED THE SOFTWARE AS PART OF A NEGOTIATED LICENSE AGREEMENT WITH EPHOX, THE TERMS AND CONDITIONS OF SUCH NEGOTIATED LICENSE AGREEMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXTENT THEY ARE INCONSISTENT. IN THE EVENT THAT A SYSTEM INTEGRATOR, CONSULTANT, CONTRACTOR OR OTHER PARTY USES OR INSTALLS THE SOFTWARE ON YOUR BEHALF PRIOR TO YOUR USE OF THE SOFTWARE, SUCH SYSTEM INTEGRATOR, CONSULTANT, CONTRACTOR OR OTHER PARTY WILL BE DEEMED TO BE YOUR AGENT ACTING ON YOUR BEHALF AND YOU WILL BE DEEMED TO HAVE ACCEPTED ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IF YOU HAD USED OR INSTALLED THE SOFTWARE. NOTICE TO SYSTEM INTEGRATORS, CONSULTANTS, CONTRACTORS AND OTHER PARTIES WHO DO NOT INTEND TO BE END USERS OF THE SOFTWARE: IF YOU USE OR INSTALL THE SOFTWARE AS AN AGENT ACTING ON BEHALF OF THE LICENSEE, THEN, UNLESS YOU HAVE ENTERED INTO A SEPARATE AGREEMENT WITH EPHOX, (I) YOU AGREE TO DELIVER THIS AGREEMENT TO THE LICENSEE PRIOR TO PROVIDING THE LICENSEE ACCESS TO THE SOFTWARE, AND (II) YOU AGREE THAT YOU WILL NOT RETAIN ANY COPIES OF THE SOFTWARE. OTHERWISE, YOU WILL BE DEEMED TO BE THE USER OF THE SOFTWARE AND BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

EPHOX MAY VARY THIS LICENSE FROM TIME TO TIME. THE LICENSE THAT APPLIES TO YOU AND YOUR ORGANIZATION IS THE VERSION THAT WAS PRESENTED WHEN YOU LAST CLICKED THE 'I AGREE' BUTTON AND DOWNLOADED THE SOFTWARE.

USE OF THE SOFTWARE FOR EVALUATION PURPOSES

IF YOU INTEND TO USE THE SOFTWARE FOR EVALUATION PURPOSES THEN THIS AGREEMENT PERMITS YOU TO USE THE SOFTWARE ONLY FOR THOSE EVALUATION PURPOSES AND DOES NOT CONSTITUTE A LICENSE FOR USE BEYOND THE EVALUATION PERIOD.

1.   Definitions

The following definitions of terms apply to this Agreement and any Product Schedules listed in Exhibit A:

(a) 'Content Item' means a single self-contained container item stored within the IBM Lotus Web Content Manager to represent information specific to a web page.

(b) 'CPU' means a single central processing unit of a machine with up to 2 cores. For multi-core CPUs, each 2 cores will count as a single CPU.

(c) 'Development Environment' means the technical environment in which you use the Software for testing and development purposes only.

(d) 'Disaster Recovery Environment' means your technical environment designed solely for you to respond to an interruption in services due to an event that creates an inability to provide critical business functions for a material period of time.

(e) 'Domain Names' means the Internet host name through which a Web site is accessible to Users.

(f) 'Effective Date' means, unless otherwise specified in the Agreement, the date that you downloaded the Software.

(g) 'Ephox Partner' means an organization that has a current and valid agreement with Ephox to sell the Software or incorporate the Software in an application.

(h) 'Internal Network' means your private, proprietary network resource accessible only by employees and individual contractors of a specific corporate enterprise or similar business entity. Internal Network specifically excludes the Internet. Connection by secure links such as VPN or dial up to your Internal Network is considered use over an Internal Network.

(i) 'Major Version' means any version of the Licensed Software associated with a primary number in the version numbering scheme such as 'version x.y' where 'x' is the indicator of the Major Version.

(j) 'Permitted Number' means the authorized number of CPUs, Development Servers, Servers, PVUs, Domain Names, Applications, Users and/or Content Items as indicated on an invoice provided by Ephox.

(k) 'Processor' has the same meaning as 'CPU'.

(l) 'Product' means a software product produced or sold by Ephox.

(m) 'Product Schedule' means a schedule of conditions applying to a specific Ephox product that are detailed in Exhibit A of this Agreement.

(n) 'Production Environment' means the technical environment in which you use the Software for your business purposes.

(o) 'Production Purposes' means any use purpose other than for Evaluation Purposes prior to purchase of the Software.

(p) 'PVU' means Processor Value Unit as determined by the IBM calculation that is

described at ephox.com/legal/pvu-definition.

(q) 'Release' means a version of the Licensed Software or Sub-Licensed Software that is designated by the first 2 digits in the numbering nomenclature used by the Licensed Software or Sub-Licensed Software version numbering. Any digits that follow the first 2 will designate the maintenance level of the particular release.

(r) 'Server' means a network server that contains one or more CPUs.

(s) 'Software' means (a) all the contents of the files with which this Agreement is provided, including but not limited to (i) Ephox or third party computer information or software and (ii) related explanatory written materials or files ('Documentation'); and (b) upgrades, modified versions, Major Versions, additions, and copies of the Software, if any, licensed to you by Ephox (collectively, 'Updates').

(t) 'Technical Support' means reasonable technical support (as more specifically set forth in Section 4) for the Software.

(u) 'Updates' means Releases, minor upgrades, modified versions and additions to the Software.

(v) 'Upgrade & Support' means the service under which Ephox provides support, maintenance and upgrades to the Licensee as set forth in Section 4.

(w) 'Upgrade & Support Fee' means a payment in recognition of support, maintenance and upgrades provided by Ephox to the Licensee as part of this Agreement.

(x) 'Use' means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation and the terms and conditions of this Agreement.

(y) 'User' means any and all (i.e. non-concurrent) natural persons (i.e., not a corporation or other legal entity) who are authorized by you to access and use the Software for your own internal business processes.

(z) 'VPN' means a private communications network generally used within enterprises to communicate over a public network using secure protocols.

(aa) 'Web Content Manager Instance' means IBM Web Content Manager Server(s) dedicated to managing a specific set of web content libraries.

(bb) 'Workstation' means a computer workstation or personal computer that allows the Software to only be accessed by a single processor and that is not used as a network server.

## 2.	Grant of License and Restrictions

2.1	Ephox grants you a limited, non-exclusive and non-transferable license to use the Software listed in the Product Schedule(s) subject to the terms and conditions of this Agreement. Ephox and its suppliers shall at all times retain ownership of all Software including any documentation and any copies thereof.

2.2	Backup and Disaster Recovery. You may make and install a reasonable number of copies of the Software for backup and archival purposes provided that all titles, trademark symbols, copyright symbols and legends, and other proprietary markings are reproduced. Ephox shall retain all rights and title to the backup or archival copy. You may only use such archival copies solely in the event that the primary copy has failed or is destroyed, but in no event may you use such copies concurrently with your Production Environment. You may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and not for production,

development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.3   Restrictions. You agree that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party:

(a) sell, lease, license, sublicense, encumber or otherwise transfer any right in any portion of the Software or documentation;

(b) decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code or underlying ideas or algorithms of the Software;

(c) create any derivative work (as defined in the United States Copyright Act of 1976, Title 17 USC Section 101 et. Seq.) based on the Software;

(d) without the express permission of Ephox use the Software to provide direct processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a 'service bureau' basis or otherwise use or allow others to use the Software for the benefit of any third party;

(e) use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other U.S. government agency; and

(f) prevent the Software licensing information contained in the 'About' toolbar item or elsewhere from being displayed to any user of the Software.

The Product Schedules contained in Exhibit A may modify these Restrictions.

2.4   No Other Rights Granted. Except as expressly set forth herein, Ephox grants and you receive no other rights or licenses to the Software, derivative works (as defined in the United States Copyright Act of 1976, Title 17 USC Section 101 et. Seq.) or any intellectual property rights related to the Software whether by implication, estoppel or otherwise.

2.5   Licenses Specified by Users: You must maintain a record of Users and provide that list to Ephox if requested. No more than the number of Users specified in a receipt or receipts issued by Ephox may use the Software at any time. Users cannot be concurrent. This requirement applies only to licenses where the number of Users is specified in a receipt or receipts provided by Ephox.

3.   Pre-release Software Additional Terms

3.1   If the Software accompanying this Agreement is pre-commercial release Software ('Pre-release Software'), then the following Section applies.

3.2   You acknowledge that the Software that you have received is a Pre-Release Software version, does not represent final product from Ephox, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you as is and Ephox disclaims any warranty or liability obligations to you of any kind. Where legal liability cannot be excluded, but it may be limited, Ephox liability and that of its suppliers shall be limited to the sum of fifty dollars (U.S. $50) in total.

3.3   You acknowledge that Ephox has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that Ephox has no express or implied obligation to you to announce or introduce the Pre-release Software and that Ephox may not introduce a product similar to or compatible

with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by Ephox, you will provide feedback to Ephox regarding testing and use of the Pre-release Software, including error or bug reports.

3.4   Upon receipt of a later unreleased version of the Pre-release Software or release by Ephox of a publicly released commercial version of the Software, whether as a stand-alone product or as a part of a larger product, you agree to abide by the terms and conditions of the Agreement for any such later versions of the Pre-release Software.

4.   Upgrade & Support Terms and Conditions

4.1   Technical Support

4.1.1   Support Period

4.1.1.1   If you have purchased Upgrade & Support, then Ephox offers a product upgrade service and access to a technical support service ('Support') to you under this Agreement.

4.1.1.2   Support covers the Software for which it is being purchased. Support extends initially from the Effective Date for a period of twelve (12) months or as renewed in accordance with this Section (the 'Support Period').

4.1.1.3   Support may be renewed by your payment prior to the date of expiration of the then-current Support Fee or other fee as specified in writing ('Renewal').

4.1.1.4   During the Support Period, you will receive services from Ephox as described in Exhibit B issued under this Agreement.

4.1.1.5   During the Support Period Ephox will provide technical support for problems in the operation of the Software.

4.1.2   Access to Support

4.1.2.1   Ephox will provide you with access to the Ephox Online Support Center located at http://ephox.com where you will be provided access to downloads, documentation, community forums and a Web-based support form to submit a support case. Ephox's specific support obligations are specified in Exhibit B of this Agreement.

4.1.3   Support Conditions

4.1.3.1   Ephox's obligation to provide technical support is conditioned upon the following: (a) you make reasonable efforts to solve the problem after consulting with Ephox; (b) you provide Ephox with sufficient information and resources to correct the problem either at Ephox's offices or via remote access to your site, as well as access to the personnel, hardware, and any additional software involved in discovering the problem; (c) you promptly install all Updates; and (d) you procure, install and maintain all equipment necessary to operate the Software.

4.1.3.2   This Agreement does not extend to the operation of third party software and Ephox will not provide you with generic consultation, assistance, or advice.

4.2   Updates

4.2.1   Ephox will make available to you Updates that Ephox releases during the Support Period. Updates will be advised and made available through http://support.ephox.com. Solely Ephox determines the features and the release schedule of all Updates.

4.3   Maintenance

4.3.1   During the Support Period you may report any Software problem or error to Ephox. If Ephox in its reasonable discretion determines that a reported, reproducible, material error in the Software exists that significantly impairs the usability and utility of the Software, Ephox agrees to use reasonable commercial efforts to correct the problem or error and to provided an Update to resolve the problem or error.

4.4   Service Exclusions

4.4.1   Ephox is not obligated to provide technical support in the following situations: (a) the Software has been changed, modified or damaged; (b) the problem is caused by your negligence, hardware malfunction or other causes beyond the reasonable control of Ephox; (c) the problem is traced to a third party software not licensed through Ephox; or (d) you have not paid fees when due.

4.4.2   Ephox will have no obligation to support or maintain any Release of the Software that is not the then current Release of the Software or:

(a) WebRadar and Ephox Enterprise TinyMCE Products: The later of either: (a) six (6) months after the Release has been superseded; or (b) eighteen (18) months after the Release was made available.

(b) EditLive! Products: The later of either: (a) six (6) months after the Release has been superseded; or (b) twenty-four (24) months after the Release was made available.

5.   Term and Termination

5.1   This Agreement commences on the Effective Date and will remain in force until it is terminated (as set forth herein). Your rights under this Agreement will terminate automatically without notice from Ephox if: (a) you fail to comply with any term(s) of this Agreement or (b) you terminate your business activities or become insolvent, admit in writing to your inability to pay your debts as they mature, make an assignment for the benefit of creditors, or become subject to direct control of a trustee, receiver or similar authority. Upon termination, you agree to cease using the Software and to destroy all copies, full or partial, of the Software.

6.   Limited Warranty

6.1   Except as otherwise provided in Section 3, Ephox warrants that the Software substantially conforms to the written specifications therefore existing at the time of delivery. Said warranty is for a period of ninety (90) days from and after the Effective Date (the 'Warranty Period'). Notwithstanding the foregoing, Ephox does not warrant that the Software will operate without interruption or that the performance of said Software will be error free. Ephox cannot guarantee the privacy, security, authenticity and non-corruption of any information transmitted through or stored on any server maintained or used by you in connection with the Software. Ephox is not responsible for any delays, errors, crashes, failures to perform, disruptions or other problems with the Software caused by or resulting from any act, omission or condition beyond Ephox's reasonable control. The foregoing warranties shall not apply to the extent that the Ephox Software is used or interfaced with other software, data or operating systems that are not functioning properly or if the Ephox Software has been modified in a manner not authorized by Ephox.

6.2   The warranties set forth above are made to and for your benefit only and will be enforceable against Ephox only if:

(a) The Ephox Software has been properly installed and has been used at all times in accordance with the documentation and this Agreement;

(b) All modifications, alterations or additions to the Ephox Software, if any, have been made by Ephox; and

(c) You have not made modifications, alterations or additions to the Ephox Software that cause it to deviate from the documentation

6.3   All warranty claims must be made, along with proof of purchase, within the Warranty Period. If the Software does not perform substantially in accordance with the documentation, your sole and exclusive remedy and the entire liability of Ephox for breach of warranty shall be limited to the refund of the license fee you paid for the Software.

7.   Audit

7.1   Upon Ephox's reasonable belief that any term of this Agreement has been violated, Licensee agrees to allow an independent third party to inspect Licensee's site, books and records to determine whether Licensee has complied with the terms of this Agreement. The third party will be chosen by Ephox and approved by Licensee, whose approval must not be unreasonably withheld. The reviews will occur at mutually agreeable times during normal business hours. The third party will be instructed to keep all information learned strictly confidential except as it relates to breaches of this Agreement. If such an audit discloses a violation of this Agreement Licensee agrees to pay the cost of the audit plus interest on the deficiency from the time due until paid at the lesser of eighteen percent per annum or the maximum allowed by law.

8.   Disclaimer

8.1   Except as expressly set forth in section 6 no other warranty, express or implied, is made with respect to the Software or services provided herein. Ephox specifically disclaims any other representations and warranties including without limitation any implied warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights and those arising from a course of dealing or performance or usage of trade. Ephox specifically disclaims any representation and warranty that the Software will be error free or will function uninterrupted, that any errors or defects in the Software can or will be corrected, that any such correction can or will be made in a timely manner, that the Software will operate in the combinations which you may select for your use, will produce the results you desire, or that the Software functionality will meet your requirements.

9.   Limitation of Liability

9.1   Ephox's total liability under this Agreement or for breach of this Agreement shall be limited to fifty dollars (USD $50). In no event shall Ephox be liable for costs of procurement of substitute goods or technology, loss of profits, or for any indirect, special, exemplary, punitive, consequential or incidental damages, however caused,

whether for breach of warranty, breach of contract, repudiation of contract, negligence or otherwise, even if Ephox has been advised of the possibility of such damages.

9.2   In no event will Ephox be liable for fines or penalties imposed on you. Furthermore, Ephox disclaims any liability for loss of or inaccuracy of your data or the data maintained by you on behalf of others. Ephox also disclaims liability or responsibility for violations of applicable privacy laws and regulations, or for breaches of security of hardware, software or systems for which it is hereby agreed that you shall have sole and exclusive responsibility.

9.3   You agree that Ephox will not be liable for loss of or damage to goodwill or 'costs of cover' (including, without limitation, costs of procuring substitute products or services) which arise directly or indirectly out of the purchase, sale, use of and/or inability to use of Software provided in connection with this Agreement whether such damages are based upon contract, tort, intentional conduct, equity or pursuant to some other theory, including, without limitation, breach of warranty, negligence or strict liability, whether the possibility of such damages was made known to or was foreseeable by Ephox and whether such damages are asserted by you or some other party.

9.4   You agree to assume the responsibility for insuring against or otherwise bearing the risk of damages in excess of the liability of Ephox. The limitations of liability set forth herein are intended to limit Ephox's liability and will apply notwithstanding the failure of the essential purpose of any remedy.

9.5   Any action, claim or proceeding relating to these terms and conditions, and the Software provided in connection with the Agreement or the transactions contemplated by the terms and conditions of said Agreement, must be brought within twelve (12) months following the action or event giving rise to such action, claim or proceeding.

9.6   You agree to use reasonable efforts to mitigate any damages sustained by you pursuant to or in connection with the use of or your inability to use the Software provided in connection with this Agreement.

9.7   Notwithstanding the foregoing, the disclaimer of warranties and/or the disclaimer and/or limitation of damages will not be deemed to disclaim liability specifically imposed on Ephox by statute or regulation, to the extent such liability cannot be waived or disclaimed.

9.8   Some jurisdictions do not allow the disclaimer of implied warranties or the exclusion or limitation of liability for consequential or incidental damages, so the disclaimers or limitations set forth herein may not fully apply to you. To the extent that the disclaimers and/or limitations set forth herein are not fully enforceable under applicable law, you may have other legal rights which vary from jurisdiction to jurisdiction.

10.   Remedies for Infringement

10.1   In the event that Ephox reasonably believes that the Software may be subject to an infringement claim, Ephox may, at its opinion, either: (1) substitute substantially equivalent non-infringing Software; (2) modify the infringing item so that it no longer infringes but remains substantially equivalent; (3) if none of the foregoing is commercially feasible, Ephox may terminate the license granted hereunder.

10.2   THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY

KIND.

11.   General

11.1   Assignment

11.1.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by you, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Ephox, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will vest to the benefit of the parties and their respective successors and assignors. Notwithstanding the foregoing, no transfer or assignment of your rights hereunder shall be effective unless and until the purported assignee agrees in writing to be bound by all of your obligations hereunder.

11.2   Waiver

11.2.1 A party's failure to act under this Agreement shall not indicate a waiver of the party's rights under this Agreement. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

11.3   U.S. Government End Users

11.3.1 The Software is a 'Commercial Item,' as that term is defined at 48 C.F.R. ß2.101, consisting of 'Commercial Computer Software' as such term is used in 48 C.F.R. ß12.212. Consistent with 48 C.F.R. ß12.212, the Commercial Computer Software is being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

11.4   US Export Restrictions

11.4.1 The Software is subject to certain export restrictions of the United States Government. If you are (a) in a country to which export from the United States is restricted for anti-terrorism reasons, or a national of any such country, wherever located, (b) in a country to which the United States has embargoed or restricted the export of goods or services, or a national of any such country, wherever located, or (c) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not install, download, access, use, or license the Software. By accepting this License, you warrant and represent to Ephox that (1) you do not match the criteria set forth in (a), (b), or (c) above, (2) that you will not export or re-export the Software to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (a), (b), or (c) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

11.5   Governing Law

11.5.1 This Agreement is governed by and construed and enforced in accordance with the substantive laws in force in the State of California, USA, and in no event shall the United Nations Convention on Contracts for the International Sale of Goods govern this

Agreement.

Exhibit A

Product Schedules

A. EditLive! for Java Enterprise and Professional Editions
Conditions of Use:
Processor License
1. You may install and Use the Software on no more than the Permitted Number of Processors as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of Users.
2. This Product may not be used with IBM or Red Dot Web Content Management System Products.
3. To use or enable Select Edit, you must license both EditLive! and Ephox Enterprise TinyMCE.
Application License
1. You may install and Use the Software in the Permitted Number of Applications as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of Users.
2. This Product may not be used with IBM or Red Dot Web Content Management System Products.
3. To use or enable Select Edit, you must license both EditLive! and Ephox Enterprise TinyMCE.

B. EditLive! for IBM WCM Enterprise Edition
Conditions of Use:
1. IBM Web Content Management Environment: Editlive! for IBM WCM Enterprise Edition is to be licensed for all PVUs running IBM Web Content Management.
2. Production License: If you obtained a valid EditLive! for IBM WCM Enterprise Edition license, you may install and Use the Software on Servers with no more than the Permitted Number of PVUs as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of client computers to the Server(s).
3. Development License: If you obtained a valid EditLive! for IBM WCM Enterprise Edition license, you may install and Use the Software on Servers with no more than the Permitted Number of PVUs as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of client computers to the Server(s).
4. To use or enable Select Edit, you must license both EditLive! and Ephox Enterprise TinyMCE.

C. EditLive! for IBM QuickR
Conditions of Use:
1. EditLive! for IBM QUICKR. If you obtained a valid EditLive! for IBM QUICKR license, you may install the Software on an IBM QUICKR Server and enable Use of the Software by no more than the Permitted Number of Users as specified in a receipt or receipts provided by Ephox.
2. EditLive! for IBM QUICKR Enterprise. If you obtained a valid EditLive! for IBM

QUICKR Enterprise license, you may install the Software on an IBM QUICKR Server and enable Use of the Software by no more than the Permitted Number of Users as specified in a receipt or receipts provided by Ephox.
3. To use or enable Select Edit, you must license both EditLive! and Ephox Enterprise TinyMCE.

D. EditLive! for RedDot Enterprise Edition
Conditions of Use:
1. Production License: You may install and Use the Software on Servers with no more than the Permitted Number of Users as specified in a receipt or receipts provided by Ephox.
2. Development License: You may install and Use the Software on Servers with no more than the Permitted Number of Users as specified in a receipt or receipts provided by Ephox.
3. To use or enable Select Edit, you must license both EditLive! and Ephox Enterprise TinyMCE.

E. Ephox WebRadar
Conditions of Use:
Content Item License
1. You may install and Use the Software on any number of Servers. Use is limited to indexing and reporting on the Content Items contained within a single Web Content Manager Instance up to the maximum Permitted Number of Content Items as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of client computers to the Server(s) used in your Production Environment.

F. Ephox Enterprise TinyMCE Gold Edition
Conditions of Use:
Sub-License
1. You may install and Use the Software on Servers with no more than the Permitted Number of Processors or other method as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of client computers to the Server(s) used in your Production Environment.
2. Upon the termination of this Agreement or failure to pay AUS or subscription fees the Sub-Licensee will not be entitled to download and use new versions of the Sub-Licensed Software or claim a commercial license for Moxiecode's TinyMCE open source software.
3. This Sub-License is made under a license to Ephox from Moxiecode Systems AB of Sweden.
Special Conditions and Agreement Variations
1. This product contains code licensed under an agreement with Moxiecode AG ('Moxiecode'). Moxiecode remains the owner of the trademark "TinyMCE" and warrants the ownership of its intellectual property.
2. Ephox Corporation and MoxieCode AG notices and branding may not be removed from the Software.
3. Section 2.3(b) of the Agreement is omitted.

G. Ephox Enterprise TinyMCE Silver Edition
Conditions of Use:
Sub-License
1. You may install and Use the Software on Server(s) with no more than the Permitted Number of Processors or other method as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of client computers to the Server(s).
2. Upon the termination of this Agreement or failure to pay AUS or subscription fees the Sub-Licensee will not be entitled to download and use new versions of the Sub-Licensed Software or claim a commercial license for Moxiecode's TinyMCE open source software.
3. This Sub-License is made under a license to Ephox from Moxiecode Systems AB of Sweden.
Support
1. The provisions of Section 4 of the Agreement do not apply to this License.
2. Licensee will be not be provided with Support.
3. The Licensee is not entitled to upgrades to the Software.
4. Licensee may contribute to online forums.
Special Conditions and Agreement Variations
1. This product contains code licensed under an agreement with Moxiecode AG ('Moxiecode'). Moxiecode remains the owner of the trademark "TinyMCE" and warrants the ownership of its intellectual property.
2. Ephox Corporation and MoxieCode AG notices and branding may not be removed from the Software.
3. Section 2.3(b) of the Agreement is omitted.

H. Ephox Enterprise TinyMCE Plug-Ins (including the Power Paste Plug-In)
Conditions of Use:
License
1. Evaluation use: The evaluation period is 30 days after download. These product must not be used for evaluation purposes after the elapse of 30 days.
2. Product use: You may install and Use the Software on Servers with no more than the Permitted Number of Processors or other method as specified in a receipt or receipts provided by Ephox. You may connect an unlimited number of client computers to the Server(s) used in your Production Environment.
Special Conditions and Agreement Variations
1. This product contains code licensed under an agreement with Moxiecode AG ('Moxiecode'). Moxiecode remains the owner of the trademark 'TinyMCE' and warrants the ownership of its intellectual property. Ephox Corporation and MoxieCode AG notices and branding may not be removed from the Software.

I. EditLive! for SDK Swing
Conditions of Use:
1. User License: You may install and Use the Software on Servers with no more than the Permitted Number of Users as specified in a receipt or receipts provided by Ephox.
2. Developer License: You may install and Use the Software on Servers with no more than the Permitted Number of Developers ("Users") as specified in a receipt or receipts provided by Ephox.

3. Annual User License Subscription: You may install and Use the Software on Servers with no more than the Permitted Number of Users for a 12 month period, as specified in a receipt or receipts provided by Ephox.
4. Annual Developer License Subscription: You may install and Use the Software on Servers with no more than the Permitted Number of Developers ("Users") for a 12 month period, as specified in a receipt or receipts provided by Ephox.

J. EditLive! for IBM Connections
Conditions of Use:

User License

These conditions apply to a User License for EditLive! for IBM Connections:
1. IBM Connections Environment: EditLive! for IBM Connections is to be licensed for all Users who are able to access the IBM Connections environment.
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K. Ephox Enterprise TinyMCE Bronze Edition
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3. Section 2.3(b) of the Agreement is omitted.

Exhibit B

SUPPORT LEVEL DEFINITIONS

EPHOX TECHNICAL SUPPORT SERVICE LEVELS
Ephox undertakes to remedy problems in accordance with the following Service Levels:
(a)   Ephox Technical Support Service Level - Problem Category 1:
          Response times within the Service Hours 4 hours
          Workaround times within the Service Hour: 24 hours
(b)   Ephox Technical Support Service Level - Problem Category 2:
          Response times within the Service Hours 8 hours
          Workaround times within the Service Hour: 36 hours
(c)   Ephox Technical Support Service Level - Problem Category 3:
          Response times within the Service Hours: 24 hours
          Workaround times within the Service Hours: 48 hours

SERVICE HOURS
Ephox's Service Hours:
(a)   UK office: 9:00 AM to 5:00 PM Monday to Friday local time excluding UK bank
holidays.
(b)   California, US office: 9:00 AM to 5:00 PM Monday to Friday local time excluding
US public holidays.
(c)   Queensland, Australia office: 7:30 AM to 3:30 PM Monday to Friday local time
excluding Queensland public holidays
Office contact information available at http://ephox.com/about/offices

PROBLEM CATEGORIES
 (a)   Category 1:
Effective use (commercially tenable use) is not possible due to such malfunctions, or is
unreasonably restricted or impaired.
(b)   Category 2:
Effective use of the Software is not gravely impaired, so that working with the Software
according to the specifications stipulated (Software documentation) is possible.
(c)   Category 3:
Effective use is not restricted due to this malfunction.
The categorization of these malfunctions into one of the malfunction classes is advised
at the time that the malfunction is reported.

REPORTING OF PROBLEMS
All problems are to be reported by a Licensee representative through the Ephox
technical support form on the Ephox website at: http://support.ephox.com/. Ephox's
response to support requests submitted by email will be delayed.
After submission include the Ephox Technical Support case number that was advised by
email in response to the initial reporting.

APPLICATION TO EPHOX PRODUCTS
Ephox technical support for any Release of the Licensed Software will end as specified:
(a) WebRadar and Ephox Enterprise TinyMCE Products
The later of either: (a) six (6) months after the Release has been superseded; or (b) eighteen (18) months after the Release was made available.
(b) EditLive! Products
The later of either: (a) six (6) months after the Release has been superseded; or (b) twenty-four (24) months after the Release was made available.

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