# ONLYOFFICE

**Software License Agreement N WBSFT - 2021-06-28,**

This Software License Agreement (the Agreement) is entered into by and between **Ascensio System Limited**, a company incorporated under the laws of the United Kingdom and represented by Mr. Aleksei Miasnikov (hereinafter referred to as “Licensor”) and 长沙网久软件有限公司(Websoft9) , a company incorporated under the laws of People's Republic of China and represented by 谌德林(Darren Chen) (hereinafter referred to “Licensee”), collectively referred to as the **“Parties”** or individually as a **“Party”** in consideration of the mutual covenants herein, intending to be legally bound, the Parties agree as follows:

# Definitions.

References used in this Agreement are understood as follows:

**“Licensed Software”** means the ONLYOFFICE Workspace Enterprise Edition and ONLYOFFICE Docs Enterprise Edition according to specification for ONLYOFFICE set out on the official website [www.onlyoffice.com.](http://www.onlyoffice.com/) Licensed Software includes object code, binary codes, compiled object code as well as any related documentation in accordance with the description on the official website [www.onlyoffice.com.](http://www.onlyoffice.com/)

**“ONLYOFFICE Workspace Enterprise Edition”** means an advanced version of the following components according to the description on the official site [www.onlyoffice.com:](http://www.onlyoffice.com/)

* ONLYOFFICE Document Server;
* ONLYOFFICE Community Server;
* ONLYOFFICE Mail Server;
* ONLYOFFICE Control Panel.

**“ONLYOFFICE Docs Enterprise Edition”** means an advanced version of ONLYOFFICE Document Server for professional functions of document editing in accordance with the description on the official site [www.onlyoffice.com.](http://www.onlyoffice.com/)

**“ONLYOFFICE” or “ONLYOFFICE software”** means all software provided by Licensor in accordance with the official website at [www.onlyoffice.com,](http://www.onlyoffice.com/) including but not limited to ONLYOFFICE Workspace Enterprise Edition and ONLYOFFICE Docs Enterprise Edition.

**“Discount”** means a reduction to Tariff prices in the amount indicated in Annex III.

**“Tariff price”** means the amount of remuneration End User shall pay to Licensee (e.g. actual sale price or sublicense fee). Tariff price for every type of Licensed Software and chosen plan is stipulated on the official website [www.onlyoffice.com.](http://www.onlyoffice.com/)

**“Effective Date”** means the date set out on the signatory page of this Agreement. This Agreement shall be effective as of the date of the last-executed signature below.

**“End Users”** means any individual or entity to whom ONLYOFFICE Software was legitimately provided by Licensee.

**“License Fees”** means the total monthly amount of remuneration that Licensee pays to Licensor for the right to use and sublicense Licensed Software.

**“License Key”** means a computer file containing an unique combination of characters that allows Licensee to use Licensed Software with its advanced functions.

**“License Key Request”** means Licensee’s request to obtain License Key(s) from Licensor for a specific End User(s). Such requests shall contain sufficient details to determine requested amounts of License Keys.

# Grant of Agreement.

* 1. Licensor grants Licensee a non-exclusive, non-transferrable, worldwide license to use Licensed Software as provided in this Agreement with the power to grant sublicenses to use Licensed Software.
  2. Licensee shall be entitled to grant sublicenses to third parties under this Agreement, provided that:
     1. Any such sublicense agreement shall be on terms and conditions in compliance with the terms of this Agreement and EULA of Licensed Software;
     2. Sublicensee shall not have any right to further sublicense Licensed Software, unless agreed between the Licensor and the Licensee.
  3. Licensor shall retain all right, title and interest, including all intellectual property rights to the Licensed Software.
  4. Licensee does not acquire any exclusive (economic) rights to the Licensed Software or any connected documentation according to this Agreement and Licensor is not alienating any rights.

# Agreement Scope.

* 1. **Licensee shall have the right to:**
     1. distribute ONLYOFFICE software;
     2. copy (in connection with electronic distribution only) and market in any media throughout the world Licensed Software;
     3. temporarily reproduce ONLYOFFICE;
     4. provide any paid services related to ONLYOFFICE to End Users;
     5. license Licensed Software to third parties;
     6. use, publicly display, perform and temporarily reproduce Licensed Software solely for the purpose of marketing or demonstrating to End Users.

# Licensee shall not:

* + 1. use ONLYOFFICE in any other way other than explicitly specified in this Agreement;
    2. modify, interfere with or disrupt the integrity or performance of ONLYOFFICE or any data contained therein;
    3. decompile, disassemble or translate in any way binary elements of ONLYOFFICE except for the reasons specified in Article 6 of Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs;
    4. remove, obscure or in any way interfere with any copyright notice, logo or any other attribution, trademark notice, warning or disclaimer statement annexed to, incorporated in or otherwise applied to ONLYOFFICE, including but not limited to content found in UI of Licensed Software (e.g. section “About”);
    5. obtain copyright protection for Licensed Software;
    6. amend or modify End User license agreement to Licensed Software without Liсensor’s prior written consent;
    7. provide ONLYOFFICE as a stand-alone SaaS solution.

# License Key.

* 1. In order to obtain License Key(s), Licensee shall send an appropriate License Key Request to Licensor in the form according to the Annex I.
  2. Upon receiving License Key Request, Licensor shall promptly generate and send to Licensee's e-mail requested amount of License Keys within 3 (three) business days.
  3. Licensee shall not disclose License Key(s) to any third party except the Sublicensee according to the point

2.2 of this Agreement.

* 1. Every License Key is limited to specific number of concurrent connections to one instance of Document Server. Such limitation is expressly defined for every pricing plan on the official website [www.onlyoffice.com,](http://www.onlyoffice.com/) and can be amended by mutual consent of the Parties. Licensee shall not use any hardware or software to multiplex / pool concurrent connections or circumvent such limitations in any way.

# Terms of payment.

* 1. Licensee shall pay the License Fees according to the invoice for payment (the Invoice) the License Fees every month.
  2. Amount of License Fees is calculated based on total amount of sublicense fees or other payments received by Licensee from End Users after applying Discounts (Annex III) to each End User’s Tariff price amount, according to the following formula: ***License Fee = (Tariff price - Discount)****.*
  3. The Invoice is based on the monthly Distribution Report in accordance with Annex II.
  4. Licensee shall send the Distribution Report to Licensor's e-mail within first 10 (ten) business days of each month.
  5. Licensor shall invoice to Licensee using e-mail within 10 (ten) days after receiving of the Distribution Report.
  6. Licensee shall pay the License Fees within 30 days after receiving the invoice.
  7. Licensee shall pay the License Fees under this Agreement in Euro.
  8. Obligations to pay License Fees shall be considered discharged at the day of the wire transfer from the correspondent account associated with Licensee's bank account to Licensor's bank account.
  9. Licensee is solely responsible for paying all taxes that may be chargeable in Licensee's jurisdiction in connection with the use of ONLYOFFICE.
  10. In case of a material breach of this Agreement, Licensee shall pay to Licensor compensatory damages in the amount of a License Fees for each violation.

# Term and Termination.

* 1. This Agreement shall remain in effect for 1 (one) year from Effective Date and shall be renewed for each next year, unless one of the Parties notifies the other, 90 days prior to the expiry of the current period of validity, of its decision to terminate the Agreement.
  2. This Agreement may be terminated at any time by the mutual written consent of both Parties.
  3. Licensor is entitled to immediately terminate this Agreement without any refunds and without giving any notice in advance in case of material breach of the Agreement and/or any applicable laws or regulations by Licensee.

# Warranties and Limitation of Liability.

* 1. Licensed Software and all related services are provided “as is” without any warranties unless otherwise specified in this Agreement.
  2. To the maximum extent permitted by law, Licensor exclude all warranties unless otherwise specified in this Agreement.
  3. Licensor and/or any of Licensor's subsidiaries, employees, agents and affiliates are not liable for any loss or damage that may arise to Licensee or to the End users under or in connection with this Agreement or by using

or in connection with ONLYOFFICE Software, including but not limited to any (direct or indirect) monetary loss, loss of contracts, goodwill, reputation and any loss that may arise from interruption of the business or any other type of loss or damage. Each Party’s aggregate liability toward the other Party is limited by the amount of License Fees that have already been paid or under this Agreement unless otherwise specified in this Agreement.

* 1. Licensor warrants and represents that:
     1. Licensor shall at all times has full capacity and authority to enter into and perform this Agreement and that it is executed by a duly authorized representative of us;
     2. Licensor shall perform his obligations pursuant to this Agreement in compliance with all applicable laws;
     3. Licensor has obtained and will maintain all necessary licenses, permissions, authorizations, consents, approvals and permits to enter into and perform Licensor's obligations under this Agreement;
     4. Licensor owns, has obtained or shall obtain valid licenses for all Intellectual Property Rights that are necessary for the performance of Licensor's obligations under this Agreement.
     5. Licensed Software and all upgrades to Licensed Software provided or released by Licensor shall not infringe any third party’s Intellectual Property Rights and shall be free from material errors and defects.
  2. Save as granted under this Agreement, neither Party shall acquire any right, title or interest in the other party 's pre-existing Intellectual Property Rights. Without prejudice to the generality of the foregoing, Licensor shall not acquire any interest in Licensee's Products.
  3. The Open Source Software is licensed pursuant to the respective Open Source Licenses. Licensor warrant and represent that:
     1. Licensor is and shall remain compliant with the Open Source Licenses;
     2. nothing in the Open Sources Licenses prohibits or restricts Licensee's use of the ONLYOFFICE in accordance with this Agreement; and
     3. nothing in the Open Source Licenses shall require Licensee to make the source code of Licensee's Products available to any third party, including, without limitation: (i) us; (ii) the End Users; or (iii) the licensors of the Open Source Software.

# Miscellaneous.

* 1. The Annexes are an integral part of this Agreement.
  2. Each Party undertakes, at the request and cost of the requesting Party to do all required acts and execute all documents which may be necessary to give full effect to this Agreement.
  3. After this Agreement has been signed all the preliminary agreements, discussions and correspondence between the Parties concerning this Agreement are to be considered null and void.
  4. Communications between Parties shall be conducted electronically via instant messaging software (messengers), phone or email. Parties may occasionally indicate additional phone numbers or email addresses for this purpose.
  5. All disputes and differences which may arise out of this Agreement or in connection with it shall be settled with in an amicable way by negotiations when it is possible.
  6. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by in accordance with the laws of England and Wales (governing law).
  7. The Parties also agree that all possible dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of The London Court of International Arbitration (LCIA).
  8. If court of law rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.Neither Party is entitled to assign or transfer its rights or obligations under this Agreement without the other Party’s prior written consent.

# Addresses and Details of the Parties.

|  |  |
| --- | --- |
| **Licensor** | **Licensee** |
| **Ascensio System Limited** | 长沙网久软件有限公司(Websoft9) |
| **Legal address:** Suite 12, 2nd Floor, Queens House, 180 Tottenham Court Road, London, England, W1T 7PD  **Company Reg. No.:** 05718967 **EU-VAT No.:**GB854470121 **Phone:**+44 20 3287 1086  **E-mail:** [info@onlyoffice.com](mailto:info@onlyoffice.com) | **Legal address:**Room F5028,Venture Building,Tianma Village University Science Park, middle section of Xiaoxiang Avenue,Juzizhou Street,Yuelu District, Changsha, Hunan Province ,China  **Company Reg. No.:** 430104000200241  **EU-VAT No.:**  **Phone:**13922410386  **E-mail:**company@websoft9.com |
| Aleksei Miasnikov | 谌德林(Darren Chen) |
| Signature Date **STAMP HERE** | Signature Date **STAMP HERE** |

**Annex I. The License Key Request form**

**Date of License Key Request:**

Licensee:

|  |  |  |
| --- | --- | --- |
| **Client (e-mail)** | **Tariff plan** | **Amount of requested License Keys** |
|  | ONLYOFFICE Docs Enterprise Edition 50 |  |
|  | ONLYOFFICE Docs Enterprise Edition100 |  |
|  | Enterprise Edition500 |  |

# Annex II Distribution Report

Under the terms of the ONLYOFFICE Software License Agreement N , for the period , Licensee distributed the Licensed Software:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Data** | **Client** | **Amount Received** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| **Total** | | |  |

Signature Date STAMP HERE

# Annex III License Fee

**License Fee:**

1. Basic Discount: 30 % (thirty percent) of the prices indicated on the official website [www.onlyoffice.com.](http://www.onlyoffice.com/)
2. Basic Discount applies to every sublicense fee or other payment received by Licensee from End Users unless there are Special Discounts, which substitutes Basic Discount for a particular type of End Users.
3. License Fees are to be wire transferred to the Licensor's bank account in one payment.
4. Any additional discounts not mentioned directly in this Agreement can be discussed separately and are subject to an additional agreement.
5. Additionally, Licensor shall have the right to modify the amount of License Fee for any future period provided that any increase in the License Fee shall be permitted only once per year.