CKFinder License Agreement

Version 2.0, September 2011

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1. Definitions

"Agreement Name" shall mean the name used to reference this Agreement in any context, which is "CKFinder License Agreement 2.0".

"Software" or "CKFinder" shall mean the copyrighted material owned by CKSource, subject to the terms of this License. The Software is publicly, uniquely, and in its entirety recognizable by the 'CKFinder' name ("Software Name").

"Software Release" or "Release" shall mean a set of files distributed by CKSource, or anyone authorized to distribute it, that represents the Software. A Release is uniquely identified by the Software Name and a code. Such code is generally referenced as the Software version or revision number, or the combination of both.

"Release Date" shall mean the day that CKSource started distributing a Release.

"Product" shall mean a single computer program or one or more websites ("Program") (i) owned by You, or (ii) to which the owner grants You the permission to act in behalf of the owner for the purposes of this Agreement. A Program family or a group of Programs does not constitute a Product for the scope of this Agreement. A Program that goes in competition with the Software in the marketplace does not constitute a valid Product for the scope of this Agreement.

"Development Server" shall mean a computer with one or more computer central processing units (CPU's) that operates for the exclusive purpose of software development or software testing.

"Development Activity" shall mean the act of interacting with the Software or one of its Releases, in any number of Products owned or produced by You, with the intent of installation, customization, configuration, testing, documentation, or any other software development activity related to the Software.

"Developer Person" shall mean an authorized person designated by You to perform Development Activities.

"Production Website" shall mean a Product with the Software installed, which already had Development Activities performed, and that has been delivered to end-users for production usage. Maintenance

activities performed on Production Websites, excluding software development activities related to the Software, are not considered Development Activities.

"Hostname" shall mean a unique name by which a website is reachable in a network. This includes, but is not limited to, a website IP address. (For example, if a website is reachable by the Internet address "http://www.example.com/", the Hostname is "www.example.com".)

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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It is agreed that in exchange for the license set forth herein, you will pay a license fee ("License Fee"). The fee value will be specified by CKSource at the moment of the purchase.

4. License Models

CKFinder may be assembled with the Product and redistributed in respect of one and only one of the following models ("License Models") of Your choice:

a) ("Website") Assembling the Software into a Product distributed as a single website ("Site"). The Site URL ("URL") must be specified at the moment of the purchase. The license will not be valid for sub-

domains of the specified URL. This license includes 5 Developer licenses that cover Development Activities exclusively related to the Site.

b) ("Corporate Websites") Assembling the Software with any number of Sites owned or produced by You. Sites produced by third parties with Software produced by You are not included in this License Model. This license includes 10 Developer licenses.

c) ("OEM") Assembling the Software with a single Product. The Product name must be specified at the moment of the purchase. This license includes 5 Developer licenses that cover Development Activities exclusively related to the Product.

d) ("Developer") License valid for a single Developer Person to be able to perform Development Activities.

A valid Developer license is required for every single Developer Person. Developer licenses cannot be shared among different Developer Persons. Non Development Activities on Production Websites do not require Developer licenses.

License Fees values may differ depending on the license model.

5. Unlicensed Copies

If you did not pay for a license, you may use unlicensed copies of CKFinder for the exclusive purpose of demonstration. In this case you will be using CKFinder in the "demo mode". Without derogating from the forgoing, you may not use CKFinder in the "demo mode" for commercial purposes. CKFinder shall only be used for evaluation purposes and may not be used or disclosed for any other purposes, including without limitation, or for external distribution. You may not remove demo notices from the interface nor disable the ability to display such notices or otherwise modify CKFinder. Product support, if any, is not offered for CKFinder in the "demo mode".

6. Agreement Acceptance

This Agreement is automatically accepted by both parties as long as You are in possession of legal evidence ("Legal Evidence") that the acceptance has taken place. The Legal Evidence can be represented by (i) an agreement signed by You and CKSource stating the acceptance of this Agreement or (ii) a valid purchase invoice, or fully paid order confirmation, provided by CKSource and addressed to You. The Legal Evidence must precisely indicate this Agreement Name, the Software Name, the License Model You have chosen, and the following restrictive information, if applicable:

a) If You have chosen the Website License Model, the Site Hostname must be indicated in the Legal Evidence. This Agreement will be valid for the Software assembled with the Site publicized under the Site Hostname only. Other Sites are excluded from this Agreement as long as a Legal Evidence is not produced for each of these Sites.

b) If You have chosen the OEM License Model, the unique and well recognizable name of Your Product ("Product Name") must be indicated in the Legal Evidence. This Agreement will be valid for the Software

assembled with the Product recognizable by the Product Name at the moment of the purchase. This Agreement does not lose its validity in the case the Product is renamed after the Legal Evidence production.

Legal Evidences may define further rights and limitation terms that are not described in this Agreement. Any term present in the Agreement that goes in conflict with the Legal Evidence terms is to be deleted or amended.

Legal Evidences for different combinations of License Models, Sites, and Products will not restrict each other and will not interfere in the rights granted to You by each of them.

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This agreement is valid for all Releases of the Software that have the Release Date happening before the day calculated by adding 365 days to the date the Legal Evidence has been made effective. CKSource has no obligation to provide you any Release that is not released for general distribution to other CKSource's licensees. Nothing in this Agreement shall be construed to obligate CKSource to provide additional Releases to You under any circumstances.

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CKSource shall provide support for Developer Persons covered by valid Developer licenses for the period of 365 days following the day the Legal Evidence has been made effective. Support shall be limited to electronic messaging access. CKSource shall keep You informed, either per CKSource readiness or by following your request, including changes to it, about the rules and procedures that You must perform to enjoy support under the terms of this Agreement. Electronic messaging access shall be limited to Development Activities regarding problem solving, bug reporting, documentation clarification, and technical guidance (each a "Support Request"). CKSource is not in any way obliged to perform bug fixing or custom development activities as a result of a Support Request.

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Following a valid License purchase, a unique license key (the "License Key") may be provided to You, which allows for the activation of the Software. The License Key is subject to the restrictions set forth in this License and may not be disclosed or distributed in any way. The disclosure or distribution of the License Key shall constitute a breach of this License, the effect of which shall be the automatic termination and revocation of any and all the rights granted herein.

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10. Source Code

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12. Termination

Without prejudice to any other rights, this Agreement automatically terminates if you fail to comply with the terms and conditions of this Agreement. You may terminate this Agreement at any time without cause. In case of termination, in any circumstance, payments issued by You will not be reimbursed.

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16. Limitation of Liability

In no event shall CKSource's liability exceed the license fee paid, if any.

17. Governing Law and Venue

This Agreement shall be construed and controlled by the laws of Poland, and You and CKSource further consent to exclusive jurisdiction by the courts of Poland.

"CKSource"

CKSource Frederico Knabben

By:

Name: Frederico Knabben

Title: CEO