

ZK OPEN SOURCE LICENSE AGREEMENT

ZK ENTERPRISE EDITION

IMPORTANT: THIS AGREEMENT IS BETWEEN YOU (EITHER AN INDIVIDUAL, A PROJECT OR AN ENTITY) ("You") AND POTIX CORPORATION ("Potix"). IF YOU DOWNLOAD OR USE THE ZK ENTERPRISE EDITION (OR AUTHORIZE ANY OTHER PERSON TO DO SO), YOU ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE. POTIX SHALL HAVE THE RIGHT TO IDENTIFY YOU AS A ZK USER, INCLUDING BY MAKING REFERENCE THERETO ON THE POTIX WEBSITE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, THEN DO NOT ACCEPT THIS LICENSE AND DO NOT DOWNLOAD OR USE THE ZK ENTERPRISE EDITION.

1. Definitions

"Software" means the object code and source code of the ZK Enterprise Edition, and all Updates made generally available in the official website of Potix. Note that the scope of ZK Enterprise Edition may be different from commercially licensed ZK Enterprise Package, where the commercially licensed package may contain technical support and premium add-ons and extensions. "Updates" means bug fixes, updates and/or upgrade for Software or other software or software tools that may be provided to You by Potix in its sole discretion.

"Derivative Software" means the object code Software and/or object code that results from Your compilation of modified or unmodified source code Software.

"Developer Product" means Your own applications that incorporate Derivative Software and do not substantially duplicate the capabilities or compete with the Derivative Software or the Software.

"Recipient" means anyone who uses or acquires Your Developer Products.

"Developer" means an individual who develops or maintains Developer Product or Derivative Software.

2. License Grants

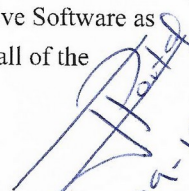
As long as You comply with the terms and conditions of this Agreement, Potix grants You a world-wide, non-exclusive, royalty-free license to use the Software as further set forth below.

2.1. You may develop and maintain Developer Products using the Software.

2.2. You may use, modify, extend, and compile source code of the Software solely for the purpose of creating Developer Products.

2.3. You may use and reproduce Derivative Software as part of a Developer Product.

2.4. You may distribute Derivative Software as part of a Developer Product under this License and grant rights to any other Recipients of the Developer Product to use and reproduce Derivative Software as part of a Developer Product under this License, provided that You fully comply with all of the following requirements:


09-18-24

A. Your distribution of Developer Product, other than Software, should be subject to one of the following OSI (The Open Society Institute) -Approved Open Source Licenses or any other Open Source License approved by Potix, and You should comply with the terms and conditions under such applicable Open Source licenses.

License	Version(s)
Academic Free License	3.0
Apache License	2.0
Apple Public Source License	-
Artistic license	2.0
Affero GNU Public License	-
New and Simplified BSD licenses	-
Common Development and Distribution License (CDDL)	-
GNU Library or "Lesser" General Public License (LGPL)	2.0/2.1/3.0
GNU General Public License (GPL)	2.0/3.0
MIT license	-
Mozilla Public License (MPL)	1.1/2.0
Open Software License (OSL)	3.0
PHP License	-
Python license (CNRI Python License)	-
Python Software Foundation License	-
Sleepycat License	-
W3C License	-
Zlib/libpng License	-
Zope Public License	-

B. You should include a copy of this License with every Developer Product You distribute.

Notwithstanding the foregoing, each time You distribute Your Developer Product, the Recipient automatically receives a License from Potix, to run and propagate his/her Developer Product subject to this License. If the Recipient will need to further develop, extend or maintain with the Software, the Recipient should contact Potix to claim for his/her own ZOL for his/her extended Developer Product.

C. You should not distribute Derivative Software nor Software alone.

D. You should not distribute any source code of the Software, with or without modifications, to any third party.

You acquire no rights other than those listed in this License.

[Handwritten signature]
09-18-24

3. Restriction of Use

- 3.1. You should not copy, reproduce or distribute any portion of Software except as set forth in Article 2.
- 3.2. You should not remove, alter, or obscure any notices in Software.
- 3.3. Your Developer Product and/or Derivative Software should not compete with Software.
- 3.4. This License is a ZK free license for publicly hosted open source projects, where your Developer Product and Developer Product's source code should be accessible to the public. Your use of the Software and Your Developer Product and/or Derivative Software should be developed under this License as well as one of the OSI-Approved Open Source Licenses as listed in Section 2.4A. If You intend to develop a proprietary work, You should acquire a licensed copy of ZK Enterprise Package under the Commercial License Agreement.

4. Termination

This License and the rights granted herein will terminate automatically if You fail to comply with any of the terms or conditions herein.

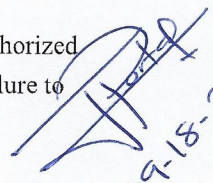
5. NO WARRANTY

BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT OTHERWISE STATED HEREIN, THIS SOFTWARE IS "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

NEITHER POTIX NOR ANY OF ITS EMPLOYEES, OR AGENTS SHALL IN ANY CASE BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Severability/Waiver

- 6.1. Severability: If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend the Agreement to reflect the original agreement to the maximum extent possible.
- 6.2. Waiver: No waiver of any contractual right will be effective unless in writing by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to


09-18-24

perform will be deemed a waiver of any future right.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any conflicts or choice of laws principles that would require the application of the laws of a different jurisdiction.

8. Jurisdiction

The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Santa Clara County, California or federal court for the Northern District of California.

Organization: Manicato, LLC

Project Name: Soberano

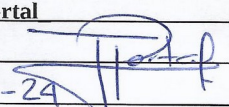
Project License: LGPL

Project Hosted at (URL): <https://github.com/syscoopco/soberano>

Project Short Description: Multiplatform / Multicontext
software system for automating any kind of micro and SME,
like bar/restaurant/snack, dry cleaner, car washer, design/photo
studio, workshop, grocery, store, ... Covered business processes:
Procurement, inventory, production, customers, POS, expenses, ...

Applicant's Job Title: Founder / Sole-owner / Self-employed

Applicant's Print Name: Josue Portal

Signature: 

Date: 09-18-24