

CppCMS Developer License Agreement

PLEASE READ CAREFULLY THE FOLLOWING LICENSE AGREEMENT ("**AGREEMENT**"), BEFORE USING THE CPPCMS WEB DEVELOPMENT FRAMEWORK. IT CONSTITUTES A BINDING CONTRACT BETWEEN YOU, YOUR ORGANIZATION AND THE LICENSOR.

This Agreement governs your rights and obligations regarding the use of the CPPCMS Web Development Framework (the "Framework", as defined below). This Agreement constitutes a fully binding contract between Mr. Artyom Beilis ("Licensor") the proprietor of all rights in and to the Framework, and the person or legal entity using the Framework ("You", "Your" or "Developer").

You represent and warrant that You are authorized to enter into this Agreement. If You use the Framework on behalf of a legal entity such as a company, a partnership or any other legal entity, then You represent and warrant that You have the proper authority to legally bind such entity to this Agreement in which case the terms "You", "Your" and "Developer" apply to such legal entity as well.

You affirm that You are 18 years of age or older. If You are under 18 years of age You may not use the Framework. Do not proceed to obtain or use the Framework in that case.

YOU UNDERSTAND THAT SIGNING THIS LICENSE AGREEMENT OR BY CLICKING "I READ, UNDERSTOOD & AGREE" OR BY DOWNLOADING, COPYING, INCORPORATING OR OTHERWISE USING THE FRAMEWORK, YOU ARE EXECUTING THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY ITS TERMS IN THE SAME WAY THAT A PAPER CONTRACT BINDS YOU.

THIS AGREEMENT LIMITS THE LICENSOR'S LIABILITY AND OBLIGATIONS TO YOU TO THE TERMS SET FORTH HEREIN AND PERMITS THE LICENSOR TO CHANGE, SUSPEND, OR TERMINATE YOUR LICENSE. IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, THEN YOU ARE PROHIBITED FROM USING THE FRAMEWORK UNDER THIS AGREEMENT. IN THAT CASE DO NOT COPY, DISTRIBUTE OR OTHERWISE USE THE FRAMEWORK, EXCEPT AS MAY BE PERMITTED UNDER ANY FREE AND OPEN SOURCE LICENSE THAT LICENSOR DESIGNATED FOR THE FRAMEWORK

Key Points.

The following key points of the terms and conditions of this Agreement are brought for Your convenience only. These key points are not in lieu of the full terms and conditions of the Agreement.

- **12 Month limited license.** The license granted to You is for 12 months, renewable at Your option, so long as You comply with the other conditions of the license and the rest of the Agreement. You may redistribute the Framework along with Your own Designated Application, in binary form only. Your Designated Application may expose an API to the Framework only if You pay an additional "Open API" license fee.
- **'Per Developer' Fee.** The license is provided to You for a fee, determined mainly by the number of developers that use the Framework in the course of designing, developing and testing your Designated Application. You must pay the license fees on time. Fees You have paid or are obligated to pay, will not be refunded or waived.
- **Lawful use.** You may only use the Framework for lawful purposes and in a manner that fully complies with all laws that apply to You.
- **Precondition.** If You have previously used the LGPL license of the Framework to develop any portion of your Designated Application, then You may not use this commercial license Agreement in the continued development or distribution of that Designated Application. In that case, You may only continue to use the Framework under the same LGPL license you have previously used.
- **Your responsibility.** You are fully responsible for Your use of the Framework and for all costs related to the development of Your Designated Application. It is Your responsibility to

determine what additional licenses You require for third party software needed for the development and distribution of Your Designated Application.

- **IP Rights.** The Licensor owns all IP rights in the Framework, but claims no IP rights in Your Designated Application.
- **Updates and Upgrades.** If the Licensor develops Upgrades to the Framework and You wish to receive them, You may be charged an additional fee. If the Licensor releases Updates, You will receive them for no additional charge.
- **Support.** Support will be available only if and only to the extent the Licensor decides to provide it, at his sole discretion.

1. Definitions

- 1.1. "CppCMS Library" means the source code of a computer library designed to facilitate rapid web development and its accompanying files, such as header files, compilation files, linking files, Documentation, sample code, Updates and other materials provided to You by Licensor, in conjunction with this Agreement. Third Party Software is explicitly excluded from this definition.
- 1.2. "Designated Application(s)" means the software product(s) or software module(s) that You wish to develop using the Framework, which add significant and primary functionality to the Framework.
- 1.3. "Designated User(s)" means the distinct, separate and individual person(s) designated by You or on Your behalf, to design, develop or test Your Designates Application(s), as these person(s) are named and identified in the invoice issued to You.
- 1.4. "Documentation" means any explanatory content (including, but not limited to, any text, code comments or diagrams) provided to You by Licensor, depicting the manners in which the Framework may be used and the limitations and constraints of such use.
- 1.5. "Framework" means the version of CppCMS Library named and identified in the invoice issued to You.
- 1.6. "Third Party Software" means the libraries and source code of third parties as clearly marked in THIRD_PARTY_SOFTWARE.TXT file, which are embedded in, used by or are otherwise required for compilation, linking or execution of, the Framework.
- 1.7. "Update(s)" means a minor release provided by Licensor that may contain fix to known bugs, errors, omissions, malfunctions or problems in the Framework, or any part thereof.
- 1.8. "Upgrade(s)" means a newer version of the Framework, usually implementing a major revision thereto, with significant enhancements or augmentations to the features, functions or capabilities.

2. License

- 2.1. Subject to the terms and conditions of this Agreement, Licensor grants You a 12 months, non-exclusive, worldwide, revocable, non-sublicensable, non-transferrable, license to use the Framework internally by Your Designated Users only, in as many copies as reasonable necessary and to compile, link with, execute, modify and adapt the Framework – all strictly for the purposes of designing, developing and testing the Designated Applications.
- 2.2. Subject to the terms and conditions of this Agreement, Licensor grants You a 12 months, non-exclusive, worldwide, perpetual, revocable, non-sublicensable, non-transferrable license to redistribute the Framework (with or without Your modifications and adaptations thereto) in any number of copies, provided that:
 - 2.2.1. You redistribute the Framework in binary (object) code only;

- 2.2.2. such redistribution is incorporated in Your own distribution of a Designated Application;
- 2.2.3. such redistribution is made for the sole purpose of allowing a third party to run or otherwise use the Designated Application;
- 2.2.4. Your Designated Application adds significant and primary functionality to the Framework;
- 2.2.5. You do not distribute additional software intended to replace or compete with the Framework or any part thereof;
- 2.2.6. Your Designated Application is distributed under Your own license agreement which fully complies with this Agreement, reflects sections 6 and 11-13 of this Agreement and subjects the users of Your Designated Application to be bounded by them;
- 2.2.7. Unless You have paid the Licensor an additional "Open API" license fee in accordance with section 4 hereunder, the distribution of Your Designated Application must not pass on any of the Framework's functionality in a manner that makes it possible for others to create software that incorporates, is derived from or relies on the Framework; and
- 2.2.8. The license agreement under which You distribute Your Designated Application prohibits users of Your Designated Application from copying, distributing, displaying publicly, sublicensing, decompiling, disassembling, reducing to human readable form, executing publicly, making available to the public, adapting, processing, translating, selling, renting, reverse engineering, modifying and creating derivative works of the Framework;

3. Restrictions

- 3.1. THIS AGREEMENT DOES NOT GOVERN THOSE VERSIONS OF THE FRAMEWORK LICENSED UNDER ANY FREE AND OPEN SOURCE LICENSE, SUCH AS GNU LESSER GENERAL PUBLIC LICENSE ("LGPL"). IF YOU, OR ANYONE ACTING ON YOUR BEHALF OR UNDER YOUR DIRECTION, HAS AT ANY TIME DESIGNED, DEVELOPED, TESTED OR DISTRIBUTED ANY PORTION OF A DESIGNATED APPLICATION UNDER A FREE AND OPEN LICENSE OF THE FRAMEWORK, THEN YOU AND ANYONE OPERATING ON YOUR BEHALF OR UNDER YOUR DIRECTION, MAY NOT USE THIS COMMERCIAL LICENSE AGREEMENT IN ANY SUBSEQUENT DESIGN, DEVELOPMENT, TESTING OR DISTRIBUTION OF THAT DESIGNATED APPLICATION.
- 3.2. Unless as expressly permitted in section 2 of this agreement, You may not sub-license, make available, resell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, convey or otherwise provide the framework or any part thereof, including, without limitation, its source code, to any third party..
- 3.3. You must not use the Framework in order to build a similar or competitive product or service.
- 3.4. You must retain and reproduce in full Our copyright, disclaimers and other proprietary notices as they appear in the Framework, in all copies of the Framework, or any part thereof, that You are permitted to make under this Agreement. Additionally, Designated Application must retain and reproduce in full the Licensor's copyright, disclaimers and other proprietary notices, insofar as they originally appear in the Framework or in any part thereof.
- 3.5. It is Your sole responsibility to make certain that Your use of the framework complies with any applicable laws, rules and regulations. Without limiting the generality of the foregoing, You must use the Framework in strict compliance with any law, rules and regulation governing export control, consumer protection, unfair competition, antidiscrimination or

false advertising. Your Designated Application must not contain or host any viruses, Trojan horses, worms or any other harmful component.

4. License Fee

- 4.1. In consideration for the licenses described in the foregoing, You will pay the Licensor a non-refundable fee at the rate, payment terms and payment methods set forth on the Licensor's web site at commercial.cppcms.com, or as otherwise conveyed to You by an authorized representative of the Licensor. This Agreement incorporates by reference Your license fee terms.
- 4.2. License fees are due within 10 days of the day of the issuance of an invoice.
- 4.3. All amounts payable to Licensor pursuant to this Agreement are exclusive of any excise, sales, VAT or other taxes or governmental charges. You are responsible for payment of all such applicable taxes or charges, except for any taxes based solely on Licensor's net income.
- 4.4. All payment obligations are non-cancelable and all amounts paid are non-refundable. You are responsible for paying all applicable license fees, whether or not license is actively used and whether or not Your Designated Applications are actually developed and distributed.
- 4.5. Overdue license fees will accrue interest at the rate of one and one-quarter percent (1.25%) per month or any part thereof, from the due date until the date of actual payment. Additionally, You agree to reimburse Licensor for all legal costs and attorney fees incurred by Licensor in the course of collecting of Your overdue fees.
- 4.6. If You fail to settle any overdue license fee within ten (10) business day of its original due date, then this Agreement will be terminated automatically without prejudice and section 9 hereunder will apply to such termination.

5. Developer Representations and Warranties

You represent and warrant that:

- 5.1. You assume full, exclusive and sole responsibility for determining the appropriateness of using the Framework and You assume all risks associated with such use, including, but not limited to risks of program errors, damage to or loss of data, programs or equipment and unavailability or interruption of operations;
- 5.2. You assume full, exclusive and sole responsibility and all risks associated with any modifications or adaptations You elect to make to the Framework;
- 5.3. You agree and acknowledge that You bear any and all civil liability or criminal culpability that may arise from, or in connection with, Your use of Framework;
- 5.4. You are solely responsible for all costs, expenses, losses and liabilities incurred and for all activities undertaken by You in connection with the design, development, testing, distribution, support and maintenance of Your Designated Applications;
- 5.5. You will not make any representation to any third party that the grant of license to You under this Agreement constitutes a recommendation or an encouragement by the Licensor to procure or use Your Designated Applications.

6. Intellectual Property

- 6.1. All rights, title and interest in and to the Framework, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by, or licensed to the Licensor. Other than what is expressly granted by this Agreement, this Agreement does not grant You any other rights to patents, copyrights, trade marks (whether registered or

unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses or content with respect to or in connection with the Framework.

- 6.2. To the extent that You submit to the Licensor bug fixes, error corrections or information related thereto ("Fixes"), You hereby grant the Licensor a free, sublicensable, irrevocable, perpetual, worldwide, non-exclusive license to copy, use, implement, compile, reproduce, distribute, adapt, translate, modify and prepare derivative works of, such Fixes.
- 6.3. THE FRAMEWORK CONTAINS AND OTHERWISE REQUIRES CERTAIN THIRD PARTY SOFTWARE FOR ITS SUCCESSFUL COMPILATION, LINKING AND EXECUTION, AS DEPICTED IN THE DOCUMENTATION. THE LICENSES GRANTED TO YOU UNDER SECTION 2 OF THIS AGREEMENT DO NOT COVER YOUR USE OF THIRD PARTY SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO, USE OF AND REDISTRIBUTION OF THIRD PARTY SOFTWARE MAY REQUIRE ADDITIONAL LICENSING FROM THE RESPECTIVE OWNERS OR LICENSORS OF THOSE THIRD PARTY SOFTWARE. IT IS YOUR SOLE RESPONSIBILITY TO: (i) DETERMINE WHAT LICENSE, IF ANY, MUST BE OBTAINED FOR YOUR INTENDED USE OF THE FRAMEWORK; AND (ii) LAWFULLY OBTAIN THEM AS NECESSARY.
- 6.4. Licensor has no claim of title or copyright in Your Designated Applications.

7. **Updates; No Support**

- 7.1. During the term of this Agreement, You will be entitled to receive from the Licensor Updates, if the Licensor chooses to release any. Such Updates will be governed by the terms of this Agreement, just as the Framework is.
- 7.2. Other than the Documentation provided with the Framework, the Licensor will not be obligated to provide any form of technical support for the Framework, beyond the support in the level, form, frequency and response-time (if any) the Licensor chooses to provide at his sole and absolute discretion.

8. **Upgrades**

Upgrades, if made available during the term of this Agreement, may be offered to You, at Licensor's sole discretion, for the additional fees. Such Upgrades, if and when made available, will be governed by the terms of this Agreement.

9. **Modifications; Discontinuation**

Licensor has the right, at its sole discretion, to discontinue developing, updating, producing, or distributing of the Framework without any notice to You. Licensor may discontinue Your license only in accordance with section 10 hereunder.

10. **Term and Termination**

- 10.1. The term of this Agreement commences upon the date borne on the invoice issued to You and continues for twelve (12) months thereafter.
- 10.2. You will have the option to renew the term of this Agreement for successive twelve (12) month terms, subject to the then-current fees, payment terms and methods ("Renewal" or "Renew"). Licensor may notify You of an upcoming Renewal, 30 days before the end of the then-current 12-month term.
- 10.3. You may terminate this Agreement at any time, by submitting an electronic written notice to the Licensor at "Artyom Beilis <artyomtnk@yahoo.com>".
- 10.4. In the event that this Agreement is terminated by You or pursuant to a breach by You, then:
 - 10.4.1. any and all license fees You have paid will not be reimbursed or refunded; and

- 10.4.2. any and all license fees You are obligated to pay by invoice issued to You prior to termination, will remain due and payable in full amount, and subsections 4.2-4.6 of this Agreement will apply.
- 10.5. The Licensor may terminate Your rights under this Agreement, by written notice, in the event that: (i) You have materially breached this Agreement; or (ii) Licensor is required to do so by law; or (iii) You become insolvent, engage in liquidation or dissolution, make a general assignment for the benefit of creditors or file or are filed with, bankruptcy or similar proceedings.
- 10.6. Upon termination of this Agreement, You must: (i) cease any and all use of the Framework; (ii) immediately destroy and cause Your employees, consultants, contractors and affiliates to destroy, any copies of the Framework in Your or their possession; and (iii) immediately cease, and cause Your sub-distributors to cease, distribution of any of Your Designated Applications that incorporate or use the Framework.
- 10.7. Termination of this Agreement by the Licensor will be in addition to, and not in lieu of, any equitable or other remedies available to the Licensor.
- 10.8. Sections 6 and 11-17 of this Agreement will survive termination of this Agreement.

11. **Disclaimer of Warranty**

- 11.1. THE FRAMEWORK IS PROVIDED HEREUNDER "**AS IS**" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE FRAMEWORK, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE FRAMEWORK, WHETHER MADE BY LICENSOR, A REPRESENTATIVE OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF US WHATSOEVER.
- 11.2. Licensor has exerted efforts to have the Framework operating efficiently and correctly. However, Licensor does not warrant that Framework will operate in an uninterrupted or error-free manner, that it will be free from all harmful components, that it is safe, or secure, immune from damages, free of malfunctions, bugs or failures. Such incidents will not be considered a breach of this Agreement.
- 11.3. We make no representation or warranty that the Framework complies with any third party terms, conditions, rules or guidelines regarding software development.
- 11.4. To the extent that You modify or adapt the Framework or any part thereof, You acknowledge that the Framework may not operate as desired by the Licensor or as documented in the Documentation.

12. **Limitation of Liability**

- 12.1. YOU ACKNOWLEDGE THAT THE FRAMEWORK IS INHERENTLY COMPLEX AND MAY THEREFORE NOT BE COMPLETELY FREE OF ERRORS. YOU FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF THE FRAMEWORK MAY BE AFFECTED BY ANY NUMBER OF FACTORS, INCLUDING WITHOUT LIMITATION, TECHNICAL FAILURE OF THE FRAMEWORK, ACTS OR OMMISIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND LICENSOR'S CONTROL. LICENSOR, LICENSOR'S EMPLOYEES, AFFILIATES, ADVISORS AND ANYONE ACTING ON LICENSOR'S BEHALF, WILL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING NEGLIGENCE) TO YOU, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY FOR ANY LOSS OF PROFIT OR LOSS OF DATA ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY RELIANCE BY YOU ON THE CONTENT OF THE FRAMEWORK, ANY RELIANCE BY YOU ON THIRD PARTY SOFTWARE, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS AND OR GOODWILL, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED TO DELIVERY, USE, PERFORMANCE OF OR INABILITY TO USE THE FRAMEWORK AND/OR ANY OF ITS COMPONENTS, WHETHER FORESEEABLE OR NOT, EVEN IF LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED THE FEES PAID TO LICENSOR BY DEVELOPER DURING THE FIRST TERM OF THIS AGREEMENT.

13. Breach and Indemnity

13.1. Without derogating from any applicable law, You agree to indemnify and hold harmless – the Licensor and Licensor's employees, affiliates, advisors or anyone acting on Licensor's behalf, from and against any third party claim or demand in connection with the Designated Applications or Your use of the Framework. Such indemnity will cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, pecuniary or non-pecuniary, incurred by Licensor or Licensor's employees, affiliates, advisors or anyone acting on Licensor's behalf, including but not limited to legal expenses and attorney fees.

13.2. In the event the license agreement under which You distribute Your Designated Application to Your licensees, is inconsistent with the terms of this Agreement, You will indemnify, defend and hold Licensor harmless as set out in the foregoing.

14. Governing Law and Jurisdiction

This Agreement, the Framework and any use related thereto will be governed solely by the laws of the State of Israel, without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than the State of Israel. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any dispute, claim or controversy arising out of, connected with or relating to this Agreement, the Framework or any use related thereto, will be under the exclusive jurisdiction of the competent court in the Tel Aviv district in Israel.

15. Assignment of Rights

15.1. You may not assign or transfer, including, without limitation, by way of merger or succession, any rights You have arising from this Agreement or in connection with the Framework, without the Licensor's prior written consent. Any attempted assignment or transfer without prior written consent shall be void.

15.2. Licensor may assign any of its rights arising from this Agreement or in connection with the Framework, to a third party at Licensor's sole and absolute discretion, provided that the third party undertakes Licensor's obligations to You under this Agreement.

16. Miscellaneous

16.1. Any notice required or permitted by this Agreement will be sent by electronic mail.

16.2. Any amendments to this Agreement must be done in an instrument in writing (which, for the purposes of this subsection, includes exchange by electronic mail), which is expressly intended to alter this Agreement. Such amendments will be binding upon the parties only once duly executed by them.

16.3. If You have breached this Agreement and Licensor takes no legal action against You, then Licensor will not be considered to have given up his rights to pursue any legal course of action in relation to the breach.

17. Complete Terms and Severability

- 17.1. This Agreement, which also incorporates by reference the invoice issued to You, constitutes the entire and complete agreement between You and the Licensor concerning any use of, or in connection with the Framework.
- 17.2. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter thereof.
- 17.3. If any provision of this Agreement is held invalid or unenforceable, that provision must be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining provisions will remain in full force and effect.