



## CKEditor - Enterprise OEM License

### CERTIFICATE OF LICENSE OWNERSHIP

CERTIFICATE NUMBER	CERTIFICATE DATE	SUPPORT AND UPGRADES EXPIRATION
ETRQGY582.002027CN	December 02, 2014	December 02, 2015

PRODUCT NAME
LeagueAthletics.com

LICENSOR	LICENSEE
<b>CKSource Frederico Knabben</b> Ul. Slominskiego 15/508 00-195 - Warsaw - Poland	<b>LeagueAthletics</b> PO Box 778 06856 - Norwalk - United States

This certificate hereby confirms that the Licensee ("You" in the license terms) owns a valid license for **CKEditor** ("Software"), in accordance with the terms of the **CKEditor Enterprise OEM License Agreement** (attached), under the **Enterprise OEM License**.

The following are the License details:

Support token: **EUF47WK7ZEUN96XL3**  
License name: **LeagueAthletics.com**

**THANK YOU FOR YOUR BUSINESS**

If you have questions, don't hesitate to contact: [info@cksource.com](mailto:info@cksource.com)

# CKEditor Enterprise OEM License Agreement 2.3.3

Version 2.3.3

This document ("Agreement") is a legal agreement between You, either an individual or a Legal Entity, and CKSource Frederico Knabben ("CKSource"), with its principal place of business located at ul. Słomińskiego 15 lok. 508, 00-195, Warsaw, Poland, covering Your permissions to reproduce and distribute the Software under the License terms defined hereby.

## 1. Definitions

"Agreement Name" shall mean the name used to reference this Agreement in any context, which is "CKEditor Enterprise OEM License Agreement 2.3.3" or "CKEditor Enterprise OEM License 2.3.3".

"Software" or "CKEditor" 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 'CKEditor' 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 a combination of both.

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

"Product" shall mean a single computer program or a SaaS (both a "Program"), a product (i) owned by You, or (ii) to which the owner grants You the permission to act on 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.

"SaaS" shall mean software that is owned, delivered and managed remotely by You. Such software is based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at anytime on a pay-for-use basis or as a subscription based on use metrics.

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

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control of 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.

"LGPL" shall mean the document publicly recognized as the GNU Lesser General Public License, Version 3. The full text of the LGPL is available at <http://www.gnu.org/licenses/lgpl-3.0.txt>. The definitions described in Section 1 in this Agreement do not apply to the LGPL terms.

"Sublicense the Software" shall mean the distribution of the Software in a collective work assembled with the Product during the validity period of this Agreement. In the case of SaaS Products it shall mean each agreement or subscription entered with your customers.

"Effective Date" means the date on which the Legal Evidence is made effective.

"You" (or "Your") shall mean an individual or a Legal Entity exercising permissions granted by the License and accepting this Agreement.

## 2. Grant of License

Subject to the terms and conditions of the LGPL and this Agreement, CKSource hereby grants You a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (“License”) to reproduce, modify, and distribute a Software Release in a collective work assembled with the Product.

Unless stated otherwise in the Legal Evidence, You are allowed to Sublicense the Software unlimited times. Both parties may agree to limit the maximum number of times you are allowed to Sublicense the Software and in that case You must stop Sublicensing the Software, unless an additional agreement is available for such scope.

You and CKSource may agree to extend this Agreement to more than one Product. Such information must be stated in the Legal Evidence.

This License includes an unlimited number of Developer licenses that cover Development Activities exclusively related to the Product performed by Developers assigned by you.

You should carefully read the following terms and conditions before using, installing, copying, or distributing the Software. Unless otherwise agreed in writing by CKSource, installation, copying, or distribution of the Software indicates your acceptance of this License.

### **3. Conflict between the LGPL and this Agreement**

Any term or condition expressed in the LGPL, which conflicts with the terms of this Agreement, are to be deleted, prevailing the later over the former.

### **4. Scope of License**

All rights of any kind to the Software, which are not expressly granted in this Agreement, are entirely and exclusively reserved to and by CKSource. The Software is protected by applicable national and international laws and treaties.

You may install, copy, and distribute the Software solely as provided in this Agreement. You may not rent, lease, loan, reverse engineer, decompile, disassemble, or create derivative works based on the Software, in whole or in part, nor permit anyone else to do so, unless an additional license is available for such scope.

A valid Developer license is required for every single Developer.

In consideration of the license set forth herein, you agree to pay a license fee (“License Fee”). CKSource shall specify the fee amount at the moment of the purchase.

### **5. 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 or (ii) a valid Certificate of License Ownership, provided by CKSource and addressed to You. The Legal Evidence must precisely indicate this Agreement Name, the Software Name and the Product Name.

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

Legal Evidences are not transferable to different Products.

### **6. Limitation on Releases**

This agreement is valid for all Releases of the Software with Release Dates within or before the 365 days that follow the Effective Date (“Upgrade Period”). CKSource has no obligation to provide you any Release that is not released for general distribution to other CKSource licensees. Nothing in this Agreement shall be construed to obligate CKSource to provide additional Releases to You under any circumstances.

### **7. Support**

CKSource shall provide support for Developers covered by valid Developer licenses for the period of 365 days following the Effective Date (“Support Period”). 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. Support topics shall be limited to the following (each a "Support Request"):

- a) problem solving,
- b) bug reporting,
- c) and documentation clarification.

CKSource is not in any way obliged to perform bug fixing or custom development activities as a result of a Support Request.

## **8. License Fee**

In consideration for the License granted in this Agreement during the term of this Agreement, You agreed to pay to CKSource a one time fee ("License Fee").

In consideration for the Software upgrades access and support services provided during the Upgrade Period and Support Period, You shall pay a yearly fee ("Annual Support and Upgrade Fee").

CKSource shall specify the fees amount at the moment of the purchase.

The fees related to this Agreement do not include taxes. If CKSource is required to pay any sales, use, property, excise, value added, gross receipts, withholding or other taxes levied on the Software or support under this Agreement or on Your use thereof, then such taxes shall be billed to and paid by You. This Section does not apply to taxes based on CKSource net income, franchise taxes or CKSource's employer contributions and taxes.

CKSource shall deliver to You an invoice for any due payment following this Agreement execution. You shall perform the full invoice payment in 7 calendar days. Payments must be delivered in full through bank wire transfer or any other payment option, as described in the invoices provided to You by CKSource.

You understand that CKSource uses third-party paying agents to process selected payments. You understand that until payments are received and verified by the paying agent, this Agreement is not valid.

All payments made hereunder are nonrefundable. You may not withhold or set off any amounts due under this Agreement. Failure to pay any fee when due shall constitute a material breach of this Agreement. In addition, if You fail to make any payments when due for support, upon written notice to You, CKSource shall cease providing support.

## **9. Automatic Renewal**

The expiration date for both the Upgrade Period and Support Period shall be automatically extended by successive cycles of 365 days (each one a "Renewal"). You agree to pay a fee for each Renewal at the beginning of each cycle. CKSource shall specify the annual Renewal fee amounts ("Renewal Price") at the moment of the purchase.

CKSource shall invoice the Renewal fee at any moment following the first day of each Renewal period. Such invoices follow all provisions and restrictions as described in Section License Fee of this Agreement.

Both parties can discontinue the automatic renewals by written notification to the other party before the beginning of extension cycles. CKSource may change the Renewal Price at its own discretion if you discontinue the automatic renewals.

## **10. Source Code**

The original source code ("Source Code") of the Software may be distributed by CKSource alongside its executable version, or as an integral part of it. You may modify and compile the Source Code. The Source Code or its modified version can be copied and distributed exclusively within the scope of this license as long as a valid license has been purchased for the distribution target. CKSource retains all rights over the Source Code and all its modified versions. Redistributions of the Source Code and modified versions of it must contain the original headers and copyright notices. Modifications to the

Source Code must be explicitly and entirely identified in the Source Code files. This section of the license supersedes all modification restrictions imposed by other sections. You are not allowed to remove copyright notices nor make changes to the license validation code present in the Source Code.

## **11. Reservation of Rights and Ownership**

CKSource reserves all rights not expressly granted to You in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. CKSource owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This Agreement does not grant you any rights to the Software's trademarks or services.

## **12. Term and 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.

You shall immediately discontinue distribution of Product, assembled with the Software, upon expiration or termination of this Agreement.

## **13. Warranty**

CKSource warrants that it has full title and ownership to the Software and has the authority to grant the license hereunder. To the best of CKSource's knowledge the Software does not infringe upon the intellectual property rights of any third-party and that CKSource did not receive any notice regarding any alleged infringement thereof.

## **14. Disclaimer of Warranties**

With the exclusion of warranties explicitly mentioned in Section Warranty, the Software and its related material are provided "AS IS" and without warranty of any kind. CKSource expressly disclaims all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## **15. Exclusion of Incidental, Consequential and Certain Other Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CKSOURCE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT, AND EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **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.

END OF AGREEMENT TERMS