



## CKEditor - Basic License

### CERTIFICATE OF LICENSE OWNERSHIP

CERTIFICATE NUMBER	CERTIFICATE DATE	SUPPORT AND UPGRADES EXPIRATION
VVYGR800.000746CN	June 01, 2016	June 01, 2017
LICENSE NAME		
paportal.lhup.edu		
LICENSOR	LICENSEE	
<b>CKSource sp. z o.o. sp.k.</b> Ul. Slominskiego 15/508 00-195 - Warsaw - Poland	<b>Lock Haven University of PA</b> 432 Railroad Street 17745 - Lock Haven - 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 Premium License Agreement** (attached), under the **Basic License**.

The following are the License details:

Support token: **EFPTZQ8P72BYKWPHF**  
License name: **paportal.lhup.edu**

**THANK YOU FOR YOUR BUSINESS**

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

# CKEditor Premium License Agreement 3.2

## Version 3.2

### NOTICE:

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This document ("Agreement") is a legal agreement between You, either an individual or a Legal Entity, and CKSource sp. z o.o. sp.k., with its registered office in Warsaw, at ul. Zygmunta Słomińskiego 15 lok. 508, 00-195 Warsaw, Poland, NIP number 5252621537, REGON: 361766395 ("CKSource"), 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 Premium License Agreement 3.2" or "CKEditor Premium License 3.2".

"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.

"Website" shall mean a website (i) owned by You, or (ii) produced by You and to which the owner grants You the permission to act on behalf of the owner and on which You, under terms of this Agreement intend to manage its content. For the purpose of this Agreement Website shall mean (i) collection of internet or intranet pages placed in a computer server-based file archive so that is available for the public or internal viewing by the Website's visitors. A website used for SaaS distribution is not a valid Website for the purposes of this Agreement.

"Application" shall mean a single software component (i) owned by You, or (ii) to which the owner grants You the permission to act on behalf of the owner. For the purpose of this Agreement Application shall be (i) a set of mathematical codes, programmes, routines, and other functions that control the functioning and operation of a computer's hardware and (ii) is utilized by You, your customers or contractors based on a predefined interaction plan with end users and for the specific business process or processes which are not directly related to managing content on the Websites.

"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 Websites 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.

“Production Website” shall mean a Website 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](http://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 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.

“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.

“SaaS” shall mean software that 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.

## **2. Grant of License**

Subject to the terms and conditions of the LGPL and this Agreement, CKSource hereby grants You, in one of the License Models described in Section 5, a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (“License”) to use, reproduce, modify, and distribute a Software Release in Websites. This license does not allow You to use, reproduce, modify and distribute a Software as embedded into an Application or SaaS. This license does not allow You to use, reproduce, modify and distribute a Software as a software component of any of your commercial software products including those that are used by your customers to manage content on their Websites.

You should carefully read the following terms and conditions before using, installing, copying, or distributing the Software. Unless otherwise agreed in writing by CKSource, your use, 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 use, install, copy, and distribute the Software as provided in this Agreement solely for the purpose of managing content on the Websites. You may not rent, lease, loan, sublicense, 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.

In consideration of the license set forth herein, you agree to pay a license fee (“License Fee”).

## 5. License Models

The Software may be assembled with the Websites and redistributed in respect of one, and only one, of the following models ("License Models") of Your choice:

- a) ("Basic") Assembling the Software into a single Website ("Site"). The Site URL ("URL") must be specified at the moment of purchase. The license will not be valid for sub-domains of the specified URL. This license includes 2 Developer licenses that cover Development Activities exclusively related to the Site. This license shall not allow You to use the Software for Application or SaaS distribution. The Software shall not be used as a component of any of Your software products, etc. The Software license cannot be extended to more than one Website.
- b) ("Professional") Assembling the Software with a maximum of 3 Websites ("Professional 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 5 Developer licenses that cover Development Activities exclusively related to Professional Sites. This license shall not allow You to use the Software for Application or SaaS distribution. The Software shall not be used as a component of any of Your software products, etc. The Software license cannot be extended to more than 3 Websites.
- c) ("Developer") License granting Development Activities to a single Developer Person.

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 Fee values may differ depending on the license model.

## 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) a copy of this 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, the License Model You have chosen, and the following restrictive information, if applicable:

- a) If You have chosen the Basic 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.

Legal Evidences for different combinations of License Models, Sites, and Applications 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 Sites and Applications.

## 7. 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.

## 8. 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.

The number of Support Requests that CKSource is entitled to accept from You is limited to 2 per month, if You have chosen the Basic license model, or 5 per month, if You have chosen the Professional license model. CKSource may refuse Support Requests that exceed these limits.

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

## **9. 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").

The License Fee and the Annual Support and Upgrade Fee amount shall be specified by CKSource at the moment of the purchase as single unified price.

The fees listed in 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.

You understand that CKSource uses third-party paying agents to process selected payments. You understand that until payments are not 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.

## **10. Automatic Renewal**

You may opt to automatically extend the expiration date for both the Upgrade Period and Support Period by successive cycles of 365 days (each one a "Renewal"). In such case, you agree to pay a fee for each Renewal at the beginning of each cycle. The annual Renewal fee shall be informed by CKSource at the moment of the purchase and optionally agreed by you.

If you opted to have automatic Renewals, CKSource shall send you a payment request for the Renewal fee at any moment following the first day of each Renewal period. You shall perform the full payment in 30 calendar days following the payment request.

Both parties can discontinue the automatic Renewals by written notification to the other party before the beginning of extension cycles.

## **11. Exclusions from this License Grant**

Nothing in this Agreement shall be interpreted to prohibit CKSource from licensing the Software under terms different from the LGPL or this Agreement. No other promises and rights are conceded by CKSource other than those expressly under this Agreement.

## **12. 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.

### **13. 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 Website, assembled with the Software, upon expiration or termination of this Agreement.

### **14. 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.

### **15. Disclaimer of Warranties**

With the exclusion of warranties explicitly mentioned in Section 14, 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.

### **16. 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.

### **17. Limitation of Liability**

In no event shall CKSource's liability exceed the License Fee paid, if any.

### **18. 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