

On Premise Source

This License Agreement (this "Agreement") is by and between Collaborative Software Initiative, Inc., an Oregon corporation ("CSI") and you, as the user of the Services and Software ("You" or "Your"). The effective date of this Agreement is the earlier of the date that You (a) sign, acknowledge or accept the order form completed along with this Agreement (the "Order Form"), or (b) begin using the Services or Software (as those terms are defined below) after expiration of Your initial trial license period. This Agreement establishes the terms and conditions under which CSI will provide the Services and Software to You. The term "Agreement" shall include both this Agreement and the Order Form.

By using the Services and/or Software, or otherwise indicating Your acceptance of the terms and conditions contained in this Agreement, You represent and warrant that You, as an individual: (a) are authorized to bind Yourself and any other party, entity, company or business, which is identified on the Order Form, upon whose behalf You will use the Services or Software (the "Contracting Party"), and (b) agree for Yourself and the Contracting Party to be bound by the terms and conditions contained in this Agreement. For purposes of this Agreement, any use of the term "You," "Your," or "Yourself" shall specifically include both You, as an individual, and the Contracting Party, as an entity, company, or business.

This Agreement governs Your right to maintenance, updates and other services provided by CSI (the "Services") and Your use and employment of the Software identified in the Order Form (the "Software"). Collaborative Software Foundation, an Oregon nonprofit corporation (the "Foundation") is the owner of the community edition of the Software (the "Community Edition"), which is distributed under an open source license, the GNU Affero General Public License published by the Free Software Foundation. CSI has developed a proprietary enterprise edition (the "Enterprise Edition") of the Software.

1. Registration

To access the Services and use the Software, You will complete and submit a registration form ("Registration Form") to create Your account ("Account"). As part of this registration process, You agree to: (a) provide certain limited information about Yourself as prompted to do so during the registration process or thereafter by the Services (such information to be current, complete, and accurate at all times during the term of this Agreement), and (b) promptly and regularly maintain and update this information as required to keep it current, complete, and accurate. The information requested and updated from time to time shall be referred to as registration data ("Registration Data"). If CSI discovers that any of Your Registration Data is inaccurate, incomplete, or not current, CSI may terminate all rights to access, receive, use, and license the Services and Software immediately upon notice.

2. Content

You are solely responsible for Your content and its transmission when using the Services and Software. The use of the Services and Software by You is subject to the end-user license agreement set forth below in this Agreement and all applicable local, state, national, and international laws and regulations.

3. Compliance

You agree: (a) to comply with all applicable laws, rules and other regulations applicable to the use of the Services and Software, including, but not limited to those of the United States; (b) not to use the Services and Software for illegal purposes; (c) not to delete from the Software or its documentation any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that You do not own or have express permission to modify; and (d) not to use the Services and Software to infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

4. Modifications

CSI may amend the terms and conditions of this Agreement at any time by (a) posting revised terms on or accessible through <http://www.csinitiative.com> (the "Amendments"), and (b) sending information regarding the Amendments to the e-mail address You have provided in Your Registration Data. You manifest Your intent to accept the Amendments, if You continue to use the Services and Software after the Amendments have been posted and sent to You. If You do not agree with any of the Amendments, You shall notify CSI of Your objections during the 30 day period after such notice has been sent to You. At the end of the 30 day period, this Agreement shall be deemed terminated unless CSI agrees to waive such Amendments to which You object. Otherwise, this Agreement may not be amended except in writing signed by both parties. Further, CSI reserves the right to modify or discontinue the Services with or without notice to You. CSI shall not be liable to You or any third party should CSI exercise its right to modify or discontinue the Services.

5. Passwords & Security**5.1 Passwords**

You agree to carefully safeguard all of Your passwords. You are solely responsible for any loss of the confidentiality of Your passwords and Account information. Furthermore, You are solely responsible for any and all activity that occurs under Your Account. You agree immediately to notify CSI of any unauthorized use of Your Account or any other breach of security known to You, including, if You believe that Your Passwords or Account information has been stolen or otherwise compromised. Access to, and use of, password-protected and/or secure aspects of the Services are restricted to authorized users only. Unauthorized individuals attempting to use the Services may be subject to prosecution. CSI does not send e-mails asking for a user's username and passwords.

5.2 No Liability

CSI shall not be liable for any loss incurred by You resulting from another's use of Your passwords, Account, or public/private key, as may be applicable, either with or without Your knowledge. However, You may be held liable for losses incurred by CSI or another party due to another's use of Your passwords, Account, or public/private key. You shall not access or use someone else's Account at any time, without the express permission of the Account holder.

6. Source Code License

Subject to Your compliance with all terms and conditions of this Agreement, CSI hereby grants to You a limited, nonexclusive, perpetual, and nontransferable source code license to the Enterprise Edition of the Software, to do the following: (a) install and otherwise deploy the Enterprise Edition on Your computer systems and equipment; (b) provide access to end user(s) that are Your employees, contractors or agents ("Users"); and (c) copy the user guides, operating manuals, education materials, product descriptions, technical manuals, supporting materials, and other information relating to the Enterprise Edition, whether distributed in print, magnetic, electronic, or video format (the "Documentation") to assist Licensee and its Users to make use of the Enterprise Edition. At all times during the use of the Enterprise Edition, You shall maintain accurate records of the number of all Users and/or the CPUs making use of the Enterprise Edition. Upon request, You shall make a written statement and warranty to CSI of the number of Users of the Enterprise Edition. CSI is not transferring title to the underlying Software or any instance thereof to You.

License Agreement**On Premise Source****7. Maintenance**

For so long as You pay the Subscription Fees described below in this Agreement, CSI will use its best efforts to maintain the most recent version of the Enterprise Edition for You, including, but not limited to error-corrections, updates and standard modifications, including any issuance of any new versions of the Enterprise Edition. You hereby agree not to modify or disclose the Enterprise Edition to third parties or to utilize it for any purpose other than to assist Licensee's technical staff to provide operations support, unless hardware or database failures occur that require Licensee to use a third party to correct the issue. CSI will provide the technical support services described and identified in the Order Form. You shall be responsible for the following: (a) designate a support contact that shall be the principal point of contact between You and CSI for all communication regarding maintenance and support to the Enterprise Edition. You may designate up to two additional contact persons who may be responsible for communicating, on behalf of Licensee, regarding technological issues and maintenance problems; (b) raise all maintenance or support requests in the form You and pursuant to the procedures prescribed by CSI from time to time; (c) promptly carry out all the recommendations of CSI; (d) promptly implement corrected or updated software and any maintenance releases; and (e) undertake regular maintenance of the equipment upon which the Enterprise Edition is installed including preventive maintenance.

8. Subscription Fees & Renewals**8.1 Subscription Fees**

You shall pay all one-time, monthly, or annual subscription fees, license fees, maintenance fees, installation fees, equipment costs, or CSI expenses that are described in the Order Form or any subsequent Order Form (collectively "Subscription Fees") for use of the Services and Software. All one-time or fees or expenses shall be due upon receipt of invoice.

8.2 Month-to-Month Subscription

In the event that Your subscription to the Services and/or Software is month-to-month subscription as identified in the Order Form, the monthly Subscription Fee will be made by (a) preauthorized credit card charge, or such other automatic payment arrangements as You and CSI shall specifically agree in writing (including e-mail), or (b) check or bank draft against an invoice from CSI as agreed by CSI. Your subscription will automatically renew each calendar month unless You or CSI give written (including e-mail) notice of non-renewal at least seven days prior to the expiration of the current month subscription. Upon Your monthly renewal, Your credit card will be charged for the month or partial month in which Your current monthly subscription is in effect, or if other arrangements have been made by You and CSI such as invoicing, all invoices shall be due and payable upon receipt. Unless otherwise agreed in the Order Form, all monthly Subscription Fees shall be at the then current published monthly Subscription Fees of CSI for the Services and Software.

8.3 Annual Subscription

In the event that Your subscription to the Services and/or Software is for a one-year term and the payment is by credit card, Your subscription will automatically renew at the beginning of each subsequent anniversary year, unless You or CSI give prior written (including e-mail) notice of non-renewal at least 120 days prior to the expiration of current yearly subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless You and CSI agree otherwise. In the event that Your subscription to the Services and/or Software is for a year and the initial payment is by check or bank draft against an invoice from CSI, Your subscription will automatically renew at the beginning of each subsequent anniversary year, unless You or CSI give prior written (including e-mail) notice of non-renewal at least 120 days prior to the expiration of the current year subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless You and CSI agree otherwise.

8.4 No Cancellation

Notwithstanding any provision of this Agreement or any course of dealing between the parties, You may not cancel, terminate or rescind a subscription term or any automatic renewal thereof, except as otherwise set forth above or in the Order Form. All payments by You to CSI are final.

9. Disclaimer of Warranties**9.1 No Responsibility**

Although CSI has attempted to provide accurate information with regard to the Services and Software, CSI assumes no responsibility for the accuracy or inaccuracy of the information. CSI may change the Services and Software at any time without notice. Any mention of non-CSI products or services is for information purposes only and constitutes neither an endorsement nor a recommendation by CSI. Use of the Services and Software is at the Your own risk.

9.2 As Is

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL INFORMATION, DOCUMENTATION, SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CSI, ITS AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. CSI DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

10. Limitations of Damages & Liability**10.1 No Indirect or Consequential Damages**

CSI and its contractors, agents or suppliers shall not be liable for any indirect, special, consequential, or incidental damages including, without limitation, lost profits or revenues, costs of replacement product or service, loss or damage to information or data arising out of the use or inability to use the Services and Software. Under no circumstances, including but not limited to negligence, shall CSI be liable for damages resulting from use of the Services or Software, or reliance on the information presented in connection with the Services or Software, even if CSI or its contractors, agents or suppliers have been advised of the possibility of such damages.

10.2 Limitation of Damages

In no event shall CSI's total liability from all damages, losses, and causes of action (whether, in contract, tort or otherwise) exceed the amount You have paid to CSI, if any, for the Services and Software during the 12 months immediately before the claim arose. Applicable law may not allow the exclusion of implied warranties, or the above limitations of liability, so the above exclusions may not apply to You.

10.3 Survival

All disclaimers, limitations of warranties and damages, indemnification, and confidentiality commitments set forth in this Agreement or otherwise existing at law (a) are of the essence of this Agreement, and (b) survive any termination, expiration or rescission of this Agreement.

License Agreement**On Premise Source****11. Title & Trademarks**

Title, ownership rights, and intellectual property rights in and to the Software shall remain with the Collaborative Software Foundation, an Oregon nonprofit corporation, which distributes the Software under an open-source license, which allows dual licensing. Both the Services and Software are protected by copyright and other intellectual property laws and by international treaties. The License granted under this Agreement gives You no ownership rights to the same. CSI, associated logos, and other names, logos, icons and marks identifying CSI's products and services are trademarks or service marks of CSI (collectively the "Trademarks") and may not be used without the prior written permission of CSI. All other product names mentioned are used for identification purposes only and may be trademarks of their respective holders. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the written permission of CSI or such third party that may own such trademarks. Use by You of the Trademarks except as provided in this Agreement is strictly prohibited.

12. Termination

CSI may in its sole discretion immediately terminate the License granted under this Agreement and Your subscription, including, but not limited to, Your right to use the Services and Software if (a) You breach this Agreement; (b) CSI is unable to verify or authenticate any information You provide to CSI; (c) any information You provide to CSI is or becomes inaccurate, incomplete and no longer current; or (d) CSI decides, in its sole discretion, to discontinue offering the Services and Software. CSI shall not be liable to You or any third party for termination of the Services. Upon expiration or termination for any reason, You are no longer authorized to use the Services and Software. When this Agreement is terminated and/or Your subscription is canceled, You will no longer have access to data and other material You have stored in connection with the Services and that material may be deleted by CSI. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in this Agreement or otherwise existing at law survive any termination, expiration or rescission of this Agreement.

13. Export Law Assurances

The Software may be subject to United States export controls. No Software may be downloaded or exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of specially designated nationals or the U.S. commerce department's table of deny orders. By subscribing to the Services or using any of the Software, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

14. Miscellaneous**14.1 Entire Agreement & Law**

This Agreement (which includes the Order Form) represents the complete agreement concerning the subject matter of this Agreement and the License granted under this Agreement and, except as set forth herein, may be amended by the procedure set forth in Section 4 of this Agreement or by a writing executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the laws of the United States, without giving effect to any principles of conflict of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Portland, Oregon, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. The parties specifically disclaim applicability of (a) the United Nations Convention on the Sale of Goods, and (b) any and all Incoterms.

14.2 Severability

If any of the provisions of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

14.3 Publicity

CSI shall have the right to publish the You as a user of the Services and Software by name. You agree that CSI may use any logo and/or name associated with You on CSI's web site and other marketing materials in order to identify You as CSI's customer.

14.4 Notices

Notices by CSI to You may be sent to the e-mail address You may be required to provide on the Registration Form or otherwise by any means that CSI determines in its sole discretion as likely to come to Your attention. All other notices in connection with this Agreement shall be in writing and sent by first class mail or certified mail (receipt being deemed 72 hours after postage and return receipt requested) or personally delivered at the address of the parties provided to the other party.

14.5 Indemnification

You are responsible for maintaining the confidentiality of Your Account and passwords, and You are also responsible for all activities that occur under Your Account. You hereby agree to indemnify, defend and hold CSI and its affiliates, officers, directors, owners, information providers, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by the indemnified parties in connection with any demand, claims, action, suit, or loss arising as a result of any breach by You of this Agreement or claims arising from Your Account. You agree to use Your best efforts to cooperate with CSI in the defense of any demand, claim, action or suit. CSI reserves the right to assume the exclusive defense of any matter subject to indemnification by You at CSI's own expense.

14.6 Surviving Obligations

The confidentiality obligations under this Agreement shall survive any termination, expirations, or rescission of this Agreement and the License, as well as continue beyond any time in which You were using the Services.

License Agreement

14.7 Dispute Resolution

If You are not satisfied with the Services and Software, You agree to give CSI a written description of the problem(s) and to make a good faith effort to amicably resolve the problem before terminating this Agreement or commencing any proceeding. CSI also agrees to make a good faith effort to amicably resolve any problem before commencing any proceeding. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

14.8 Force Majeure

No party shall be liable for any performance failure, delay in performance, or lost data under this Agreement (other than for delay in the payment of money due and payable under this Agreement) to the extent these failures or delays are proximately caused by (a) failures of software or other computer programming, (b) natural weather events, or (c) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or a party to substantially meet its performance obligations under this Agreement, provided that in any such event, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

14.9 Counterparts and Signature

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties.