

CONTENT MANAGEMENT SYSTEM

user guide

2.0



a new breed komodo cms

take control of
your website

Komodo CMS reduces technical complexity

Komodo CMS reduces design complexity

Komodo CMS gives you control over website access

Komodo CMS gives you the ease of simple and intuitive web editing

Komodo CMS has powerful and expandable features in a modular form

Komodo CMS is standards compliant, browser compatible and best of breed

Take a tour, examine the benefits and consider
the potential return on investment.

KOMODO CMS COMMITMENTS

Komodo CMS aims to fulfil the internet's promise of efficient and high quality communication. It is built around a set of core commitments to contemporary organisations ...

- World's best
- Reliable, platform independent technology
- Intuitive, requiring minimal training
- Built to established standards and protocols
- Efficient, powerful, effective and a joy to use
- Secure, scalable, expandable and modular
- Enabling organisations to control their own content



take the bite out of website updates

WELCOME TO A NEW WORLD OF WEB MANAGEMENT

- Modify site content using your web browser
- Create new pages and alter structure*
- Manage and add new secure site sections*
- Manage site visitors, contributors and publishers and their privileges
- Automated uploading of documents, images, changes and other media

All this through your web browser, in a plain-language, intuitive and simple to use environment. Design consistency and compatibility issues are all handled for you, automatically!

** Level of functionality dependent upon Komodo CMS edition.*

TRANSFORM YOUR ORGANISATION'S RELATIONSHIP WITH THE WEB

Komodo CMS is about giving control back to organisations and empowering staff and content contributors to make edits directly on your website.

- Website management roles are flexible to match your organisation's structure
- User details, privileges and workflow are simple to establish and maintain
- Organisational branding is easily integrated and protected
- Changes can be immediately approved and uploaded to your site
- Modules and custom enhancements can be added to increase functionality
- Microsoft Internet Explorer or another browser is all you need to use Komodo CMS



THREE PARTS TO YOUR WEB INFRASTRUCTURE



Design

Use your current site design or talk to one of our Endorsed Design Partners about creating a new one.¹

Functionality

Komodo CMS handles site access, site structure, editing, statistics, eCommerce, and most other functionality.²

Deployment

Have us host your site, host it yourself or use another Internet Service Provider.³

¹ Komodo CMS can accommodate most site designs. Incorporation of design is included in the purchase price subject to certain limitations. Endorsed Design Partners provide quotes for new designs.

² Functionality is dependent upon installed Komodo CMS edition and extension modules. Edition pricing is contained on page 29.

³ Deployment and installation is free when hosting with us or one of our Hosting Partners. Installation, deployment and technical assistance charges will apply for other hosting arrangements. Hosting charges are available from our website.

contents

USER GUIDE →

Start Here	08
About Komodo CMS	09
Requirements	10
Access	12
Modes	13
Editing basics	14
Edit menu actions	15
Cut copy paste	16
Editor windows	17
Links and tabs	18
Media manager and image resizing	19
Navigating	20
Publishing	21
Publishing report	22
Users and privileges	23
Pages	24
Sitemap	25
Sections	26
Advanced features	27

PRODUCT INFORMATION →

Komodo CMS features and pricing	28
License agreement	30



user guide komodo cms

START HERE

Benefits from reading this guide...

- 1 Understanding of Komodo CMS
- 2 Information to start using the system
- 3 Detail on product features

Reading this booklet from cover-to-cover should take about 15 minutes.

At the end you will understand the key benefits of Komodo CMS.

You will understand most of the basics of how our web management system works and how it can work for you.

If you are using Komodo CMS for the first time, this guide will give you a positive experience and enable you to explore more complex features at your leisure.

welcome to
a new breed

ABOUT KOMODO CMS

Web content management

We want your organisation to be able to control and manage your own website(s) on your own terms.

What is content?

Text, images, multimedia, page design, downloadable files, links and a range of related items make up the content that Komodo CMS lets you control.

What tools do I need?

You need a computer. You need a web browser. You need to be connected to the server holding your site (usually over the internet). You need to know what you want to achieve and what you want to say.

What are the benefits

You decide who edits your site
(Users and privileges)

You can create / edit / update content
(Site editing tools)

You select images and files for use
(Media management)

Site functions are handled for you
(Functional code is in-built)

Compatibility and standards
(Komodo CMS handles these for you)

Design integrity
(Your brand / design and styles are protected)

Modularity and scalability
(You can add modules and grow features)

GENESIS OF THE KOMODO CMS PRODUCT

The internet is a great channel for business and communication but organisations have found it difficult to benefit efficiently from this environment. The aim of Komodo CMS is to allow in-house control of web publishing functions, protection of corporate branding and processes, whilst allowing flexibility and delegation of responsibility. Komodo CMS allows you to concentrate on your core capabilities without having to become a web expert, a designer or a programmer. If you already have some of these skills, then Komodo CMS is a more efficient environment to get results.

Build your organisation a more powerful, flexible and impactful web presence.

REQUIREMENTS

The highway →

Once Komodo CMS is installed on the web server, your computer needs to be able to access the site. Usually this simply means you need internet access and a web browser.

A vehicle →

You need a website to edit and an installation of Komodo CMS running it.

The keys →

You need a username and password.

A driver's license →

Read this User Guide for the basics.

Anything missing?

If you are ready, skip the rest of this page and turn to page 12. If any of these requirements are missing, the following may help.

HIGHWAY – I need a connection

If you can currently browse the internet or send an email, you are on the highway.

If not, you need a computer (any current type will do), you need an internet connection (some shopping around is recommended), and you need a web browser (most likely already installed on your computer).

Komodo CMS is tested for web browsers such as Microsoft Internet Explorer, Apple's Safari, Mozilla Firefox and others – for both visitors and editors. As a rule, try to keep your browser up-to-date.

In some cases, Komodo CMS may be installed for internally accessible pages only (for example, intranets). In this case, contact your system administrator for access.

VEHICLE ... I need an installation

If you are setting up your organisation's website or wish to migrate to Komodo CMS, contact us for an explanation or visit our website – www.komodocms.com

In most cases, you will need ...

A domain name – the web address for your organisation (e.g. www.myorg.com).

Web hosting – the physical machine and / or hard-disk space on which your site is located, as well as the highway by which it is connected to the internet at large.

An installation – your website files, managed by a Komodo CMS installation.

KEYS ... I need a password

As with many applications, you will require a username and password to prevent unauthorised access and to identify your editing rights and privileges.

LICENSE ... I need instructions

This guide will give you all the basics. The online help system within Komodo CMS will provide additional guidance for the features and modules installed. Additional information can be obtained from your site administrator or by contacting Komodo CMS directly.



ACCESS

Logging in as an editor

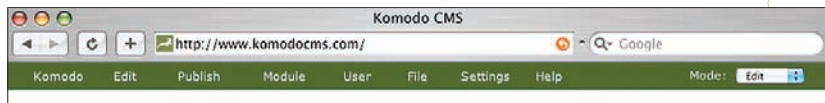
- 1 Log in to your website by typing the website address into a browser, followed by **/login**. For example, `www.myorg.com/login`.
- 2 Enter your username and password to enable you to access the site editor.
- 3 Click the login button.
- 4 You should now be logged in and notice the green Komodo menu bar at the top of your web page window (fig. 1).

If you are new to Komodo CMS, we suggest you familiarise yourself with the tools described in this guide, practice some basic editing and explore the editing interfaces.

Komodo menu bar

The Komodo menu bar provides access to most of Komodo CMS's functionality, including site and page management functions, user management, file / media management, publishing, installed extension modules, content actions, online help, preferences and the site view mode.

FIG.1



MODES

Site view mode

While logged in, you are able to toggle between different site views using the *Mode* selector at the right-hand edge of the Komodo menu bar (fig. 2).

Edit provides all of the interface extras that enable the user to add, delete, move, and modify web page content.

Preview shows you how changes you have made in *Edit* mode will be presented once the upload procedure has been performed. This mode looks and feels like the *Live* mode, but has all of the content changes that have been applied whilst in *Edit* mode.

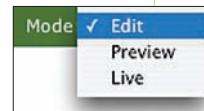
Live shows the live website as visitors to the site would see it, without recent edits that are yet to be uploaded to the live site.

The concept of separation

One of the first rules of a good CMS, is that the live website is separated from the one being edited. Our terminology is *live* and *authoring*. Other terminology you may have encountered could include *development* and *deployment* sites.

This guide is focussed primarily on guiding you through the *Edit* mode. If you cannot see something that is mentioned here, first check that the site *Mode* is set to *Edit*.

FIG.2



Komodo CMS is a privilege-based system. The ability to upload edits to the live site and discard edits from the authoring site is a separate privilege to the ability to edit content, view a page or perform other functions (see user privileges later in this guide).

The combination of authoring and live sites and various user privileges allows organisations to customise individual responsibilities and create web management roles (such as content contributor, content editor, and content publisher), as well as administrative functions for managing users, site preferences, site statistics and other features.



EDITING BASICS

On-screen editing tools

On a page with pre-existing content, the following on-screen tools are provided to assist with editing. For new pages without content, see the *Edit* menu on page 15.

Paragraph selector

The check boxes on the page (fig. 3), allow you to select one or multiple paragraphs to the right of the check box. Once your selection of items is made, you can select an action from the *Edit* menu (see page 15).

Paragraph editor

The arrow buttons on the page (fig. 3), allow you to edit the paragraph settings for the selected paragraph and override certain item settings for all items contained within the paragraph.

Draft content

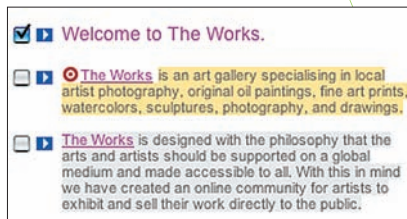
Certain content can be given a *draft status* (see page 17). Draft content is not uploaded to the live site until its status is changed. Draft content is permanently highlighted in the *Edit* mode, in this case with a grey background (fig. 3).

Item editor

As you pass your cursor over a text item, it will appear with a highlight colour behind it, in this case a yellow highlight (fig. 3). By clicking on the text or any other editable item, you will immediately jump to the *Item Editor* window where you can edit the item selected (see page 17).

Following links

As you pass your cursor over any item that normally acts as a link, the red target symbol will appear allowing you to activate the link. While in *Edit* mode, clicking on an item will open the *Item Editor* window. If you prefer to follow a link, rather than edit the item, click on the red target symbol instead (fig. 3).



EDIT MENU ACTIONS

You will find the *Edit* menu (fig. 4) in the Komodo menu bar at the top of the page.

The *Edit* menu allows you to perform a number of important editing functions.

For some of these functions, you first need to select the item or items that you wish to manipulate, using the paragraph selector check boxes (fig. 3).

Once the items are selected, choose the required action from the *Edit* menu (fig. 4).

Where the action requires a content selection to complete the process (for example, copying and pasting), move to the required location, tick the paragraph selector check box where you wish to paste the moved item and then choose the paste option from the *Edit* menu.

Edit menu options

- Add a new item
- Select all paragraphs
- Deselect all paragraphs
- Cut
- Copy
- Paste
- Delete
- Copy page
- Cut page
- Paste page
- Delete page



MORE ABOUT DRAFT CONTENT AND TEXT HIGHLIGHTS

Content can be pre-prepared for events such as press releases, upcoming news, or for any other reason. Such content can be given the status of Draft (see page 17). Draft content is indicated by permanent highlighting when in the *Edit* mode. When an authorised user uploads content to the live site (page 21), draft content is not uploaded. To upload draft content the draft status must first be removed.

Highlight colours for both draft content (shown here in grey) and for editable items (shown in yellow) form part of the initial site installation (design) so as not to clash with other colours selected for the site, such as the background colour. Grey and yellow are the default colours for sites with a white background and black text colour.



CUT COPY PASTE

Komodo CMS makes editing content easy through the use of familiar editing tools such as cut, copy, paste.

Cut and copy

To cut or copy a paragraph on a page, simply tick the checkbox to its left (fig. 3), then select the cut or copy action from the *Edit* menu (fig. 4) in the Komodo menu bar.

Cutting content will remove the content from the page and store it in the Komodo CMS clipboard so that it is ready to be pasted elsewhere on the website.

Copying simply stores a copy of the selected content in the clipboard so that it is ready to paste.

Paste

To paste content, go to the destination page and tick the paragraph checkbox where you wish to paste the content. Then select paste from the *Edit* menu (fig. 4) in the Komodo menu bar. If the destination page does not contain content, simply select paste from the *Edit* menu to place the clipboard content at the top of the page.

Delete

To delete a paragraph on a page, simply tick the checkbox to its left (fig. 3), then select the delete action from the *Edit* menu (fig. 4) in the Komodo menu bar.

Cut, copy, paste and delete whole pages

When using Komodo CMS Professional and Enterprise editions, it is also possible to cut, copy, paste, and delete pages within the sitemap, thereby changing the website structure (see page 25).

EDITOR WINDOWS

In addition to the Komodo menu bar (page 12) and the on-screen editing tools (page 14), Komodo CMS has a broad range of pop-up editor windows that offer a wide array of functions.

The Komodo menu bar provides access to a number of these editor windows, some of which are discussed later. The most commonly used of these is the *Item Editor*.

Item editor window

Clicking on an item in *Edit* mode will launch the *Item Editor* window (fig. 5).

When a new item is created, either from the *Edit* menu or from within the *Item Editor* window, the initial screen will ask you to select the item type (text, image, table, multimedia, etc.) that you wish to create.

For an existing item, the *Item Editor* window will appear, allowing you to edit the item.

The editing options displayed depend upon the type of item being edited. For text items, the editable options include text style, text alignment, colour, size and the content itself.

The *Item Editor* window also allows you to move between items, save changes and add additional content items below the one you are currently editing.

The item status option allows suitably authorised users to save content as draft (see page 15) or as protected content that is not editable by users with lesser access privileges.



FIG.5

LINKS AND TABS

More editing power

Editor windows have a large number of editing options to provide flexibility and functionality. The tabs along the top of the editor windows group the available editing options.

The link tab

To turn a piece of text or an image into a link, select the link tab in the *Item Editor* window (fig. 6). You can choose the type of link (web, internal, email or download), provide the details of the link destination (such as the page of your site or any external web address) and whether you would like the target page to launch in a new window or use the current one.

The best way to explore the functionality is to try a few link types and test the results.

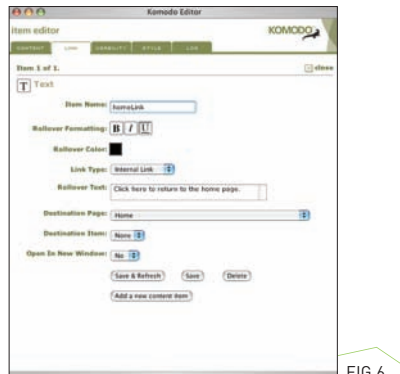


FIG.6

Also located in the *Item Editor* window, you will find a log tab. This section provides a chronology of actions that have occurred for this particular item, including the nature of the action, the time and date that it occurred and the user who performed the action.

When creating an internal link, Komodo CMS will provide you with a list of pages in your site to which you can link. In addition, you can also select an item on the selected page. This is particularly useful for very long pages (for example, intranet pages) where you wish the user's browser to open the page at the exact location of a particular item on the page. In order to use this feature, you need to give the 'destination content item' an item name. You can find the item name field in the link tab of the *Item Editor* window.

MEDIA MANAGER AND IMAGE RESIZING

Komodo CMS has a Media Manager facility to assist you in the storage, location and manipulation of various files used in the website.

Media Manager defines three key categories for different types of website resources; images, multimedia and downloads.

The image manager stores all images used in the website. The multimedia manager holds QuickTime and Windows Media Player files as well as Macromedia Flash files. The downloads manager holds files that people will download from your site such as PDF documents.

To open the Media Manager, simply select images, multimedia, or downloads from the *File* menu in the Komodo menu bar.

The left hand panel of the Media Manager displays the directory structure for the selected category. Directories are indicated by bold dark green text, with files shown in lighter green text (fig. 7).

You can preview a file or view its details by simply clicking on its name. This will bring up the file information on the right hand side of the page under the Info tab.

The Info tab shows basic file information such as size and modification date. The Usage tab lets you know where the file is being used on your site and the Resize tab lets you resize image files to the dimensions you require.

Resizing Images

To resize an image, go to the Images manager by selecting Images from the *File* menu in the Komodo menu bar. Select the image to resize by clicking on its name. Select the Resize tab on the right hand side of the screen (fig. 7). Select a new width, height, and name for your image in the fields provided. You can also tick the constrain proportions checkbox to ensure that the image does not distort when resized. Click the OK button to create a new resized version of the image with the name and dimensions specified.



FIG.7

NAVIGATING

Navigating around Komodo CMS is generally the same as moving around the web, and like the web, there is often more than one way to get the same result.

Usual navigation

Probably the best way of moving around is by following the usual navigation links within your site (see page 14). Not only is this simple, but it is also a good way of testing links that you have created to ensure visitors to the site can move around effectively.

Other navigation aids

Other methods of navigating are provided in various locations. For example in the editor windows there are navigation arrows to help you move between one content item and the next.

Dynamic site map

You will find the dynamic site map in the Komodo pull-down of the Komodo menu bar.

Click on the target next to a page name to go to that page (fig. 11). You can use the site map to see the site structure and page relationships. Dotted lines show how pages are linked in hierarchical relationships. In addition, you can click on the page names to edit the properties of a particular page. Options for creating new pages are also accessible from the site map (subject to Komodo CMS edition and access privileges).

PUBLISHING

If you are not familiar with the concept of separation, please read page 13 first.

Komodo CMS operates two site versions, an authoring site and a live site (also detailed on page 13). All editing activities modify the content of the authoring site only.

In order to publish site changes to the live site, a user with the Upload / Discard privilege needs to perform an upload.

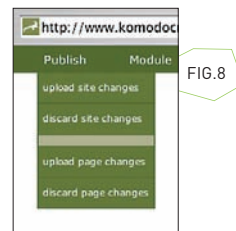
Uploading overwrites the live site with the content of the authoring site which contains the changes made. Discarding overwrites the content of the authoring site with the content of the live site – in effect removing all changes since the last upload.

The process of uploading

Only a person with publishing privileges can upload content. This allows the separation of editing and publishing privileges within an organisation.

To upload or discard content, select the required action from the *Publish* pull-down in the Komodo menu bar (fig. 8).

There is also an option to upload or discard only a single page of content. From the required page select the single page option from the *Publish* menu.



Items that are in draft mode, highlighted by the draft background colour (fig. 3) are not carried across to the live site when an upload is carried out. This allows content to be left in a draft state or prepared for future release (for example forthcoming products, news, press releases or other content not ready for general release).

For most installations, the upload process for an entire site takes less than 5 seconds.

PUBLISHING REPORT

Komodo CMS provides publishing reports to inform publishers about who has made changes to the website and the nature of those changes. This is of paramount importance prior to uploading and discarding website content.

When selecting an upload or discard action from the *Publish* menu, the publishing report screen is automatically opened for review.

The report tells the publisher who made the last changes to each page, when the changes were made and the nature of the changes.

To find out more detailed information on the changes made to each page, simply click on its name. Alternatively, if you wish to go to the page to view its contents, click on the target icon to the left of its name.

To upload *Authoring* changes to the *Live* site, simply tick the checkboxes to the left of the pages to be uploaded and click the Upload Changes button at the bottom of the screen.



FIG.9

Upload	Page Name	Changes By		Changes Made		Last Change Made	
		Self	Other	Structural	Content	By	Date
<input type="checkbox"/>	Copyright	X	✓ (3)	✓	X	Jane Smith	10/05/2005 09:29pm
<input checked="" type="checkbox"/>	Privacy	✓	X	✓	✓	John Smith	10/05/2005 09:28pm

USERS AND PRIVILEGES

Selecting any option under the user pull-down in the Komodo menu bar will bring up the *User Editor* window. This window has a number of tab options for search, list, details, privileges and logs.

Search

Allows you to search for any user within the particular Komodo CMS installation.

List

Provides a full list of users within the particular installation or the results of a search (as described above). Within the list, the person icon allows you to edit user details. To edit user access privileges, select the key icon. You can also create a new user from this window.



Details

Contact details, username and password details are all edited and maintained from the detail tab of the *User Editor* window.

Privileges

Komodo CMS access privileges and edit rights are maintained from within the privileges tab of the *User Editor* window (fig. 10).

Privileges include ...

View, edit content, edit advanced content, edit protected content, page information, upload and discard, new pages, new sections, assign privileges, user details, site preferences, site statistics and installed modules.

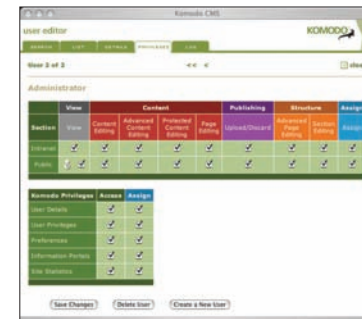


FIG.10

	View	Content	Publishing	Structure	Assign
Section	✓	✓	✓	✓	✓
Page	✓	✓	✓	✓	✓
Section	✓	✓	✓	✓	✓
Page	✓	✓	✓	✓	✓
Section	✓	✓	✓	✓	✓
Page	✓	✓	✓	✓	✓
Section	✓	✓	✓	✓	✓
Page	✓	✓	✓	✓	✓
Section	✓	✓	✓	✓	✓
Page	✓	✓	✓	✓	✓



PAGES

Komodo CMS is an item based web content management system and so far we have covered most of the key item editing basics.

Subject to the Komodo CMS version that you are operating and your access privileges, Komodo CMS also offers a number of page, structural, administrative and advanced editing features.

You can access the *Page Editor* window from either the page properties option under the Komodo pull-down of the Komodo menu bar, or by clicking on a page's name in the *sitemap*.

As with other editor windows, the *Page Editor* is a tabulated interface, with options for page details, metadata and logs.

Page details

The page detail tab indicates the section of the site where the current page resides. From this tab, you can provide the name of the page, the name that appears at the top of the browser when the page is visited (window title), whether you want the page included in the site map or site searches, as well as other details relating to the page status.

Page model

The *Page Editor* window also allows you to choose a page model (basic site template) from which you can construct the new page. The page model provides the basic page structure and navigational elements.

Pages can also be duplicated to enable rapid development of new pages complete with content.

User detail access, user management, page management, section management, and level of access privileges all depend upon the installed Komodo CMS version and personally assigned access privileges. If you believe you should have access to features discussed in this document and do not, please contact your system administrator or Komodo CMS representative.

Detailed page editing training is provided for Professional and Enterprise installations and more detailed instruction is contained in the online help section of your site.

SITEMAP

Komodo CMS provides a dynamic sitemap that shows a hierarchical representation of your website. To access the sitemap page simply go to the website address followed by **/sitemap**. For example <http://www.myorg.com/sitemap>

The sitemap has two key functions. Firstly, it acts as a navigation tool for both website visitors and editors. Secondly, using cut, copy, paste and delete page actions, editors can move, duplicate and remove pages on your website.

Sitemap page branches can be expanded and contracted through the use of the + and - buttons.

To create a new page simply tick the checkbox to the left of a page that you wish to use as a starting point. Select the copy pages action from the *Edit* menu in the Komodo menu bar. Now tick another checkbox on the sitemap to tell Komodo CMS where you want to paste the new page. Select the paste pages action from the *Edit* menu to complete the process. Komodo CMS will then ask you if you want the new page placed above, below or as a sub-page of the page you selected. This determines its position in the sitemap hierarchy.



FIG.11

SECTIONS

For larger organisations and web installations, Komodo CMS offers industry leading section management functionality.

A site can be broken into an unlimited number of sections, each with their own unique user privilege make-up, login requirements, and defaults for everything from page model to sectional metadata and access security.

Sections can be used for separating design areas of the site, for creating protected sections for members, staff (intranet), customers or suppliers (extranets), specific individual audiences or for any other reason.

Section editor window

For installations with section based editing access, the *Section Editor* window is accessed from the Komodo pull-down in the Komodo menu bar.

Tabulated options in the window cover section details, section security (login requirements), section defaults, section metadata and section logs.

More detailed section editing information is provided in the online help system for Komodo CMS versions where these features are installed.

ADVANCED FEATURES

Komodo CMS offers a number of other inbuilt features beyond the scope of this document.

Some of these include ...

Table construction and management

HTML inclusions

Image editing

Deployment and rollout

Code inclusions and integration

Text style creation and editing

Text protection

Installable modules

Template / Page model building

Navigation menu editing

Spell checking

Search engine optimisation

Website statistics

Next steps

If you are interested in learning more, examine the online help (accessed from the Help section of the Komodo menu bar).

Also, contact your site administrator or your Komodo CMS representative who can help with training, additional documentation and other guidance for advanced features.

Tables, media management, text styles and text protection are covered in standard Komodo CMS training and are readily accessible from the online help system.

Code inclusions, system integration and certain other features require special license terms in the form of an exception to the end user license agreement (EULA) or in the form of a Product Development Agreement (PDA) or Endorsed Design Partner (EDP) Agreement.

Installable modules include but are not limited to, template builder, form builder, feedback module, chat rooms, bulletin boards, list server, eCommerce, payment gateway, microsite builder, news server, and XML data feeds. Custom expansion services are also available.

END USER LICENSE AGREEMENT (EULA)

Important – Read Carefully

- 1.1 This End User License Agreement (EULA) is a legal agreement between you and Komodo CMS Pty Ltd for the Komodo Content Management System (CMS) product, connected technologies and services.
- 1.2 BY USING THE KOMODO CMS PRODUCT YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT PERMITTED BY LAW TO USE THE KOMODO CMS PRODUCT OR RELATED SERVICES.

Definitions

- 2.1 In this agreement **you** means the entity that has entered into this agreement and its affiliates and agents, and **we** or **us** means Komodo CMS Pty Ltd and its affiliates and agents. In addition, the following definitions apply:
- 2.2 **Affiliate** means (i) with regard to you, any legal entity that you own, which owns you, or which is under common ownership with you, and (ii) with regards to us, any legal entity that we own, which owns us, or which is under common ownership with us;
- 2.3 **Agent** means a person or legal entity authorised by the party to enter into an agreement, negotiate, or transact on their behalf;
- 2.4 **Anonymous user** or **visitor** is a user who has public or generally available access to the web pages produced by the product and is not required to provide a username or password and who does not have access to the content management or administrative functions of the product. For the purpose of this EULA, an anonymous user is not considered to be a user of the product and is not a party to this agreement;

- 2.5 **Authenticated user** or **product user** is a user of the product who accesses the content management or administrative functions of the product using a password and username. The number of such users is limited by the product subscription level and detailed in the Certificate of Entitlement (CoE);
- 2.6 **Komodo CMS** means, depending upon context, (i) 'us', (ii) the 'product' and related 'service deliverables', or (iii) the brand, trademark and other intellectual property owned by us;
- 2.7 **Installation** means depending upon context, (i) a deployed version of the product, or (ii) the process, settings and act of installing and deploying the product, or (iii) a specific installation of the product;
- 2.8 **Modules** are additional components purchased to add functionality to the product. Purchased additions are detailed in the Certificate of Entitlement (CoE);
- 2.9 **Ownership** means, for the purposes of the definition of 'affiliate' above, more than 50 per cent ownership or effective control;
- 2.10 **Product** means the Komodo Content Management System, all related components, modules, custom enhancements, documentation, marketing materials, license agreements and other branded or identified component parts;
- 2.11 **Product details** are specifics relating to the product, outlining the product and delimiting the agreement or product subscription level;
- 2.12 **Product development agreement** or **PDA** is an agreement provided by us to partner organisations or licensed organisations to allow either (i) resale of the product, (ii) code access for limited development purposes, or (iii) specific code access to third-parties for product integration or custom enhancement. A PDA must be in writing and signed by us;

- 2.13 **Service deliverables** or **services** are additional or included components, services and materials which may form part of a Komodo CMS installation. These may include custom development, training, support, hosting, upgrades, documentation, design services and other consultancy;
- 2.14 **Software**, depending on context, means (i) the Komodo CMS product, (ii) the source code of the Komodo CMS product, (iii) the Komodo CMS product as installed for a particular installation, (iv) other third-party software, or (v) other software required for the proper operation of the Komodo CMS product (see Specified Operating Environment);
- 2.15 **Subscription level** is the variant of the product, generally defined as either standard, professional, enterprise or custom. The product subscription level determines the product pricing and feature set, as well as certain product limits and salient parts of the user documentation. The Certificate of Entitlement (CoE) details the licensed subscription level;
- 2.16 **Unbranded installation** is a licensed installation of the Komodo CMS product that does not contain the 'Powered by Komodo CMS' icon/link on the home page or primary page of the site. Such installations are provided by special exemption and the payment of the 'Komodo CMS brand removal fee' relevant to the product subscription level;
- 2.17 **Use** means to copy, install, use, access, display, run or otherwise interact with Komodo CMS;
- 2.18 **User documentation** is the instructional and informational documentation, either electronic or physical copy, that is provided with the Komodo CMS product and applies to the specific installation.

Use and Ownership – Grant of License

- 3.1 The Komodo CMS software is owned by us and is copyrighted and licensed, not sold.
- 3.2 Komodo CMS grants you a non-exclusive perpetual license to the product as described in the Certificate of Entitlement and detailed in this agreement, provided that you comply with the terms of this EULA.
- 3.3 We do not transfer any ownership rights in the product and reserve all rights not expressly granted.

Restrictions on Use

- 4.1 You are licensed to use the software up to the level of use specified in the Certificate of Entitlement.
- 4.2 You may not:
- (i) Reverse engineer, de-compile, alter or disassemble the product or service deliverables, except to the extent expressly permitted by applicable law, or where expressly permitted under a Product Development Agreement (PDA);
 - (ii) Transfer, sub-license, sell, rent, lease, lend, duplicate, or otherwise translate the product or service deliverables without express written consent from us, detailing the nature of the exception or where expressly permitted under a PDA;
 - (iii) Provide commercial hosting services utilising the product or services delivered, including charging any user for product access, unless expressly granted in writing by us;
 - (iv) Remove or obscure any copyright, trademark, patent or notices that appear on the product;



END USER LICENSE AGREEMENT (EULA) – CONTINUED

4.3 You are required to:

- (i) Operate the delivered software under the terms of this agreement and in a manner consistent with the operational instructions contained in the user documentation relevant to your licensed installation and product subscription level;
- (ii) Ensure that any authenticated user who uses the product does so only in compliance with the terms of this agreement;
- (iii) Comply with all applicable international and national laws that apply to this class of product;
- (iv) The product may include code that operates in a disabling or limiting function to enforce the terms of this agreement, prevent software piracy, prevent unauthorised use, or to enforce subscription level limits as detailed in the Certificate of Entitlement. You are not permitted to tamper with such devices.

Subscription Level

- 5 The general terms and conditions of this agreement shall apply to the offering regardless of your subscription level (i.e. standard, professional, enterprise or custom solution), unless specifically exempted in the Certificate of Entitlement (CoE) or under a Product Development Agreement (PDA).

Product Warranty

- 6.1 Komodo CMS warrants that each commercial version of the product will perform substantially in accordance with our user documentation for the specified version and product subscription level. This warranty is valid for a period of one year from the date of installation. This warranty does not apply if the failure of the product has resulted from accident, abuse, misapplication, breach of this agreement or from the actions of a third-party.

If you notify us in writing within the warranty period that the product does not meet this warranty, we will at our option, either (i) repair or replace the product, or (ii) return the price paid for the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of the product.

- 6.2 To the maximum extent permitted by law, free and beta products are provided 'as-is' without warranty.
- 6.3 We warrant that all services provided by us will be performed in a good workmanlike manner.
- 6.4 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS EULA, INCLUDING BUT NOT LIMITED TO WARRANTIES, QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THIRD-PARTIES.

Privacy

- 7 You agree to allow Komodo CMS to store and use your contact information. This information will be used in connection with our business relationship and for uses consistent with Komodo CMS's business activities, including marketing of the Komodo CMS product. A copy of Komodo CMS's privacy statement is available from the Komodo CMS website – www.komodocms.com

Product Identification

- 8.1 All product subscription levels include product identification marks. These include comments in the source code and a 'Powered by Komodo CMS' icon that functions as a web link to the Komodo CMS home page which is included on at least the primary page of the website(s) you produce using the Komodo CMS product.

These marks identify the ownership of the product and provide a business source to Komodo CMS for the further development of the product. You agree not to tamper with these identifying elements. In addition, this agreement and the use of these marks does not grant you any right, title or interest in the trademarks of Komodo CMS or associated entities.

- 8.2 Under certain circumstances, we will agree to the removal of the 'Powered by Komodo CMS' icon after payment of the published 'Komodo CMS brand removal fee' relevant to the product subscription level. Such an exemption must be approved in writing or included in the Certificate of Entitlement (CoE).

Intellectual Property

- 9.1 This agreement does not include the transfer of any intellectual property between us and you.
- 9.2 We retain ownership, copyright, moral rights and other intellectual property rights pertaining to all products and services delivered under this agreement, including all agreements, specifications, user documentation, marketing materials, developed code, software and commissioned content unless otherwise stated or exempted in writing.
- 9.3 Ownership, copyright, moral rights and other intellectual property rights pertaining to all content entered into the product for storage, delivery, manipulation or other purposes rests with the legal owner of the content and is in no way altered by the terms of this agreement or the Komodo CMS product.
- 9.4 We warrant that any intellectual property embodied in or used by us in the product or in the delivery of services is either the sole property of Komodo CMS Pty Ltd or that we are legally entitled to use such intellectual property for the provision of the product and services outlined in this agreement.

- 9.5 You warrant that you are the owner or otherwise legally entitled to use content stored in or delivered by our product or services. Furthermore, you indemnify us against any action, claim, suit or demand for, or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach by you or caused by you of any third party's intellectual property rights.

Limitation of Liability

- 10.1 To the maximum extent permitted by law, our liability for direct damages will be limited to the amount you have paid for the product. The limitation contained in this paragraph will not apply with respect to:
- (i) our obligations to defend third-party claims of patent, copyright, trademark or intellectual property infringement;
 - (ii) our liability for gross negligence or wilful misconduct, to the extent caused by us and awarded by a court of final adjudication;
 - (iii) our confidentiality obligations.
- 10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, FIX OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.



END USER LICENSE AGREEMENT (EULA) – CONTINUED

10.3 The limitations and exclusions of liability in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranty, or any other legal theory.

Termination

11 This agreement will remain in effect until terminated. We provide a non-exclusive perpetual license to the product as described in the Certificate of Entitlement (CoE) subject to your compliance with this EULA. You may terminate this agreement by giving at least 30 days notice in writing and ceasing to use the Komodo CMS product. You must also delete all relevant computer files and return any Komodo CMS materials. The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent product or service agreements under the terms of this license agreement. All terms and conditions of this agreement will continue in effect unless and until explicitly expired under this EULA.

Charges

- 12.1 The amount payable for the software license is a one-time charge unless stipulated in the Certificate of Entitlement (CoE).
- 12.2 If you wish to increase the level of use, you should notify Komodo CMS and pay any applicable charges. You will be issued with a revised Certificate of Entitlement (CoE) reflecting the product subscription level, revised product limits, incorporated modules, custom enhancements, product variant or other stipulations.
- 12.3 If any authority imposes a duty, tax, levy or fee upon the software or services, then you agree to pay the amount specified or supply us with exemption documentation.

Specified Operating Environment

- 13.1 The software's specifications and specified operating environment information is summarised in the Certificate of Entitlement (CoE).
- 13.2 It is a condition of use that the software is deployed and used in conjunction with the specified operating environment. Failure to meet this condition will breach the warranty clause of this agreement.

Upgrades

- 14 To purchase or use a product identified as an upgrade, you must be licensed to use the product identified by Komodo CMS as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

Confidential Information

- 15.1 Confidential information means information identified in writing as proprietary or confidential, it also includes non-public information regarding either party's products, marketing, promotions, business processes, financial data and negotiated terms of agreement. Confidential information does not include information which; (i) the recipient developed independently, (ii) the recipient knew before receiving it under the relevant agreement, or (iii) information which becomes public other than by a breach of an obligation of confidentiality in this EULA.
- 15.2 Neither party will use the other's confidential information without the other's written consent except, (i) in the furtherance of this business relationship, (ii) to obtain advice from legal or financial consultants, or (iii) as required by law.

15.3 Both parties will take reasonable precautions to safeguard each other's confidential information, at least equivalent to those used to safeguard their own confidential information. In the event of discovery of unauthorised disclosure of information, the discovering party will notify the other and cooperate in any reasonable way to regain possession of the information and minimise potential loss.

15.4 Komodo CMS provides a number of support and product feedback mechanisms to improve the quality of the product. By using any such mechanism or providing unsolicited ideas or suggestions, you agree that all such content is not confidential and becomes the sole property of Komodo CMS without compensation.

Notices

16 All notices, requests and communications pertaining to this agreement must be sent by post, express courier, or email to the normal business address of the relevant party. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or email confirmation of delivery.

Assignment

17 Neither party may assign the agreement in whole or part without the written consent of the other.

Severability

18 If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in force and effect and the parties will amend the agreement to give effect to the stricken clause to the maximum extent possible.

Waiver

19 No waiver of any breach of this agreement shall be a waiver of any other breach. No waiver shall be effective unless made in writing by the waiving party.

Force Majeure

20 To the extent that either party's performance is prevented for reasons beyond that party's control, then that party will not be liable, so long as performance is resumed as soon as practical after the cause no longer exists.

Survival

21 Provisions regarding product use, restrictions on use, warranty, limitation of liability, confidentiality, intellectual property, and specified operating environment will survive the termination of this agreement.

Non-exclusivity

22 This agreement is non-exclusive.

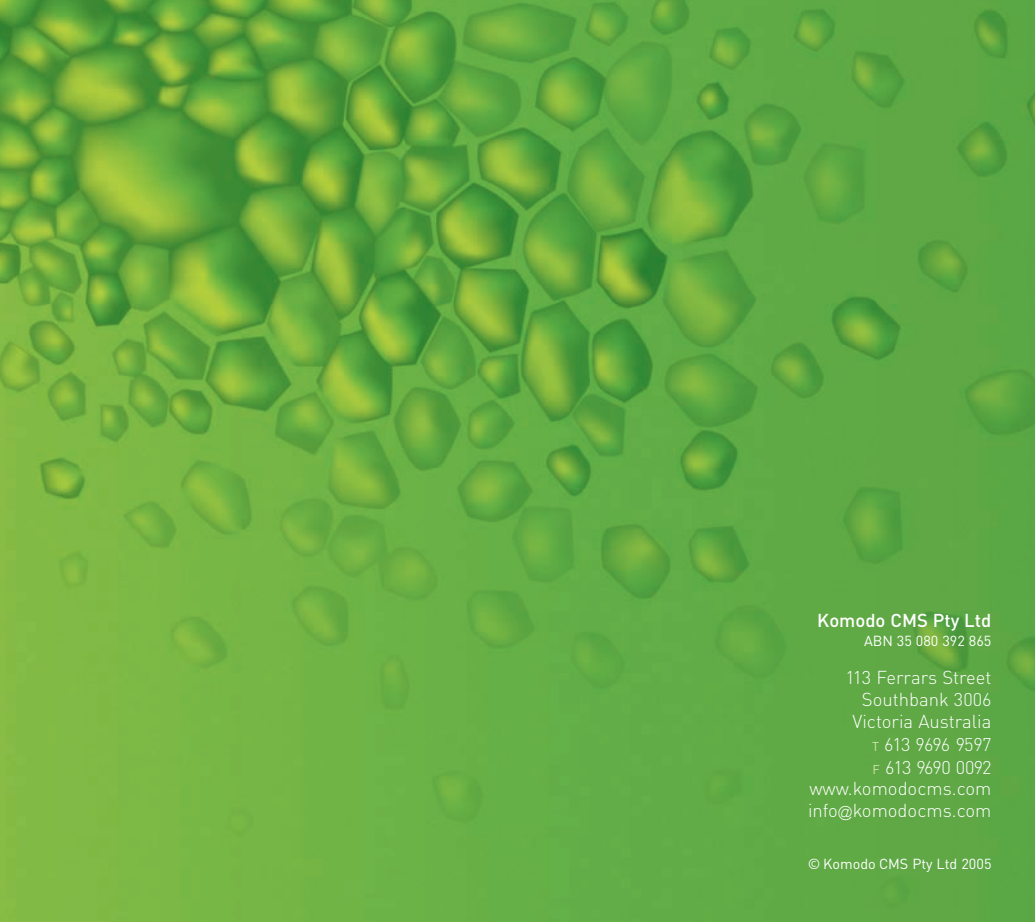
Applicable Law

23 This agreement is entered into in the State of Victoria, Australia, and you agree that all matters including all disputes, shall be governed and construed in accordance with the laws of the State of Victoria, and waive any objection to such a jurisdiction or venue.

Execution

- 24.1 I have read and understand this EULA and I hereby agree with, accept, and consent to, the terms and conditions of this agreement.
- 24.2 I accept and understand that by purchasing or using the product, I have indicated my acceptance of the terms and conditions of this agreement. Where my acceptance has been indicated electronically, I hereby waive any claim or right that I may have to assert that my electronic acceptance is not the equivalent of, or deemed as, a valid signature to this agreement. This agreement is executed by Komodo CMS Pty Ltd.





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