FLASHPHONER SOFTWARE
END USER LICENSE AGREEMENT ("EULA") VERSION 5.6 Nov 2019

NOTICE: FLASHPHONER HEREBY AGREES THAT NOTWITHSTANDING ANY STANDARD EULA
WHICH APPEARS ON ANY SOFTWARE PROVIDED BY FLASHPHONER, THIS EULA SHALL APPLY
TO ALL DOWNLOAD, INSTALLATION, COPY OR USE ALL SOFTWARE ISSUED TO YOU. "YOU"
MEANS (1) THE NATURAL PERSON OR THE ENTITY THAT IS AGREEING TO BE BOUND BY
THIS EULA; (2) YOUR EMPLOYEES AND THIRD PARTY CONTRACTORS THAT PROVIDE
SERVICES TO YOU; AND (3) ANY OF YOUR CUSTOMERS USING THE SOFTWARE OR ANY
SERVICE BASED UPON THE SOFTWARE, AS PERMITTED IN THIS AGREEMENT. YOU SHALL BE
LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES, THIRD PARTY CONTRACTORS OR
CUSTOMERS TO COMPLY WITH THE TERMS OF THIS EULA. THIS EULA IS ENFORCEABLE
AGAINST ANY PERSON OR ENTITY THAT DOWNLOADS, INSTALLS, COPYS OR USES THE
SOFTWARE AND ANY PERSON OR ENTITY THAT DOWNLOADS, INSTALLS, COPYS OR USES THE
SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF. YOU AGREE THAT THIS EULA IS
LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

1. DEFINITIONS
1.1. "Concurrent Connections" means the total number of simultaneous
connections to the Software.
1.2. "Content" means any video, audio, data and any other output of the
Software and any video, audio, data or other input into the Software.
1.3. "Instance" means one unique installation of the Software on a Server,
whether used for development, production, service or testing purposes.
1.4. "License Key" means an alphanumeric code or similar installation, access
or usage control code issued to You by Flashphoner to activate and use a
single Instance of the Software on a single Server.
1.5. "Sample Code" means sample programs or scripts that may be distributed
with the Software and available in public domain:
https://github.com/flashphoner/flashphoner_client
1.6. "Server" means a single physical computer running no more than one (1)
unique copy of an operating system. Multiple Servers are (i) multiple
computers that share processing power or operate in a networked
configuration as a single logical computer, such as a "server farm,"
"cluster" or similar arrangement, and (ii) multiple virtual machines within a
technical environment that partitions a physical computer into multiple
virtual machines such that each virtual machine has the appearance and
capability of running on its own dedicated machine.
1.7. "Software" means the "Flashphoner Web Call Server 5" software product
that are licensed to You under this EULA including, but not limited to, any
related components purchased or provided with the Software, application
programming interfaces, associated media, printed materials, online or
electronic documentation, and any updates and maintenance releases thereto.

2. LICENSE GRANT AND LICENSE RESTRICTIONS
2.1. License
2.1.1. The Software is licensed, not sold. Subject to the terms of this EULA,
Flashphoner hereby grants You a world-wide, non-exclusive, non-transferable
license, without rights to sublicense, to download and install one (1)
Instance of the Software on one (1) Server and use the Software for the
purposes as set forth in the applicable documentation for the Software and to
the extent permitted by Your payment of applicable license fees under a
Flashphoner approved licensing model and/or Your License Key subject to the
Software product specific terms specified in this EULA.
2.1.2. Subject to Section 2.2. (License Restrictions), You are permitted to
provide services to third parties under the terms of this EULA.

2.1.3. Unless evidenced to the contrary, You shall be deemed to be licensed the Flashphoner Trial License.

2.1.4. The Software shall periodically attempt to call into and connect with any hardware, software or other system designated by Flashphoner to assist Flashphoner in validating Your Software license. Information that may be collected by Flashphoner for this purpose shall include, without limitation, (i) the version of Software You have installed, (ii) a global unique identifier ("GUID") based on such version, (iii) Your operating system information, (iv) Your processor information, and (v) Your Java version information.

2.1.5. Flashphoner hereby agrees to maintain the confidentiality of Your information obtained in Section 2.1.4 using at least as great a degree of care as Flashphoner uses to maintain the confidentiality of Flashphoner's own most confidential information.

2.1.6. You shall be solely responsible for and shall pay directly, any and all taxes, duties and charges incurred in the performance of this EULA, including, but not limited to, sales and use taxes, withholding taxes, duties and charges imposed by federal, state or local governmental authorities in Your country, but excluding corporate income taxes of Flashphoner.

2.1.7. You shall collect, report, and pay to the relevant taxing authority, and indemnify Flashphoner for any liability relating to, all applicable excise, property, value-added tax (VAT), sales and use, or similar taxes, any withholding requirement in addition to or in lieu thereof, and any customs, import, export or other duties, levies, tariffs, taxes, or other similar charges that are imposed by Your country for any and all services provided to any third party as permitted by this EULA.

2.1.8. Flashphoner may, at its sole discretion, modify the Software at any time and without notice to You.

2.1.9. You are not granted any rights or interest in any Flashphoner copyrights, trademarks or service marks, and You shall not use any Flashphoner trademarks or service marks in Your domain names or URLs.

2.1.10. Flashphoner retains all rights not expressly granted to You.

2.2. License Restrictions. You shall not:

2.2.1. Copy the Software except for a reasonable number of machine-readable copies of the Software for backup or archival purposes only, and except as expressly permitted in this EULA;

2.2.2. Remove any titles, trademarks, service marks or trade names, copyright notices, legends, or other proprietary markings on the Software or Sample Code;

2.2.3. Sell, lease, license, sublicense, rent, assign, distribute or otherwise transfer in whole or in part the Software, the License Key or Your rights in the Software to another party, including rights on a membership, subscription or hosted basis.

2.2.4. Authorize or allow any portion of the Software to be copied onto another individual or entity's Server, computer or any other storage device;

2.2.5. Modify or create derivative works based upon the Software;

2.2.6. Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part;

2.2.7. Unbundle, break apart or repackage the Software or any of its component parts for any reason whatsoever;

2.2.8. Bundle or distribute the Software in any manner whatsoever;

2.2.9. Use the Software on behalf of third parties;

2.2.10. Provide use of the Software in a third party outsourcing facility on a service, service bureau arrangement, or time-sharing basis;

2.2.11. At any time provide an evaluation license to the Software to any other person or entity, or otherwise permit any other person or entity to evaluate the Software;
2.2.12. Make any changes, modifications or alterations to the Flashphoner EULA that is distributed by Flashphoner with the Software; or
2.2.13. Make any statements, warranties or representations concerning the Software or Sample Code that exceed or are inconsistent with the documentation provided by Flashphoner to You.

2.3. Flashphoner Developer License.
This section applies only if You have obtained a Flashphoner Free 5-connect Developer Version of the Software. You shall not download, install, use or access more than one (1) Instance of the Flashphoner Developer Software on any one (1) Server and You shall not apply clustering, load balancing or other operational performance improvements to any Server on which the Flashphoner Developer Software is installed, used or accessed. In addition to the other terms contained herein, for each separate unique valid Flashphoner Free 5-connect Developer Version of the Software:
2.3.1. Your license to the Software is limited to (180) days from the date the License Key is issued to You;
2.3.2. Your license to the Software is limited to one (1) Instance of the Software on one (1) Server;
2.3.3. Your license to the Software is limited to a maximum number of five (5) Co
2.3.4. ncurrent Connections;
2.3.5. You shall not use the Software for any commercial purposes whatsoever; and
2.3.6. Flashphoner may impose time limits on certain features.

2.4. Flashphoner Trial License.
This section applies only if You have obtained a Flashphoner Trial Version of the Software. In addition to the other terms contained herein, for each separate unique valid Flashphoner Trial Version of the Software:
2.4.1. Your license to the Software is limited to one (1) Instance of the Software on one (1) Server;
2.4.2. Your license to the Software is limited to thirty (30) days from the date the License Key is issued to You;
2.4.3. You shall not use the Software for any commercial purposes whatsoever; and
2.4.4. Flashphoner may impose time limits on certain features.

2.5. Flashphoner Enterprise License.

This section applies only if You have obtained a unique valid Flashphoner Enterprise License Keys to the Software. In addition to the other terms contained herein, for each separate unique valid Flashphoner Enterprise License Key: See APPENDIX 1 - Enterprise License Terms

2.6. Flashphoner Simple Standalone License.

This section applies only if You have obtained a unique valid Flashphoner Simple Standalone License Keys to the Software. In addition to the other terms contained herein, for each separate unique valid Flashphoner Simple Standalone License Key: See APPENDIX 2 - Simple Standalone License Terms

2.7. Flashphoner Simple Monthly Subscription License.

This section applies only if You have obtained a unique valid Flashphoner
Simple Monthly Subscription License Keys to the Software. In addition to the
other terms contained herein, for each separate unique valid Flashphoner
Monthly Subscription License Key: See APPENDIX 3 - Monthly Subscription
License Terms

2.8. Sample Code.
You may download, install, use, copy, modify and distribute Sample Code which
is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY
KIND, either express or implied.

2.9. Outsourcing and Third Parties.
You are responsible for ensuring that any third party or facilities
management contractor that operates the Software or Sample Code on Your
behalf fully complies with the terms of this EULA. You shall remain
completely liable for any and all acts and omissions of such third parties.

2.10. Customers.
You are responsible for ensuring that any of Your customers using the
Software or Sample Code or any service based upon the Software or Sample Code
accepts the terms of this EULA before accessing the Software.

2.11. Title.
Flashphoner retains all right, title, and interest in and to the Software,
Sample Code and License Keys and in all related copyrights, trade secrets,
patents, trademarks, service marks, domain names and any other intellectual
and industrial property and proprietary rights, including but not limited to
any registrations, applications, renewals, and extensions of such rights.
Flashphoner warrants that (i) it has the legal right, power and authority to
license the same to You upon the terms and conditions herein; and (ii) its
title to and property in the Software is unencumbered, and it is not aware of
any litigation claim or other matter which might interfere with and/or
materially conflict with Your quiet and peaceful enjoyment, possession and
use of each and all of the rights, licenses and privileges herein granted or
purported to be granted to You under this EULA.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS
3.1. Any License Key to the Software is the confidential information of
Flashphoner.

3.2. The Software and any copies thereof are the exclusive intellectual
property of Flashphoner and protected by copyright laws and international
treaties as well as other intellectual property laws and treaties. The
structure, organization and code of the Software are confidential information
and are valuable trade secrets of Flashphoner. You agree that any disclosure
by You of Flashphoner's confidential information will cause immediate,
irreparable harm to Flashphoner for which equitable remedies may be awarded
by a court of competent jurisdiction. Except as expressly stated herein,
Flashphoner does not grant You any intellectual property rights in or to the
Software. All rights not expressly granted herein are reserved by
Flashphoner.

3.3. You hereby agree to maintain the confidentiality of the Software,
License Key and other intellectual property of Flashphoner using at least as
great a degree of care as You use to maintain the confidentiality of Your own
most confidential information. You agree to reasonably communicate the terms
and conditions of this EULA to those persons employed by You who come into

contact with the Software, License Key and other intellectual property of Flashphoner, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software, License Key and other intellectual property of Flashphoner for the purpose of deriving the source code of the Software or copying, defeating or otherwise circumventing License Key codes.

4. TERMINATION
4.1. Termination.
If You are in material breach of any of its obligations under this EULA, and if You do not cure such failure within thirty (30) days after written or email notice from Flashponer, then Flashponer shall have the right to terminate this EULA.

4.2. Effect of Termination.
In the event of termination, You must destroy all copies of the Software and License Keys. In addition You must remove the Software and all copies thereof, including all backup copies, from the Server and all computers and other media on which it is installed, stored or archived. If requested by Flashphoner, You shall provide Flashphoner with written certification that You have complied with these requirements.

5. LIMITED WARRANTY AND LIMITATION OF LIABILITY
5.1. Limited Warranty.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SAVE AS OTHERWISE PROVIDED HEREIN, FLASHPHONER PROVIDES THE SOFTWARE ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND FLASHPHONER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN THE EVENT YOU OBTAINED THIS LICENSE FROM A RESELLER OR DISTRIBUTOR, FLASHPHONER SHALL HAVE NO OBLIGATION TO YOU UNDER ANY WARRANTY GIVEN BY SUCH RESELLER OR DISTRIBUTOR, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES.

5.2. Limitation of Liability.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FLASHPHONER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF FLASHPHONER OR ITS REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FLASHPHONER'S LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, EXCEED THE 10% OF FEES, IF ANY, PAID BY YOU FOR THE SOFTWARE LICENSED TO YOU UNDER THIS EULA. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER FLASHPHONER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU AND FLASHPHONER AGREE THAT, GIVEN THE PRICE OF THE SOFTWARE AND THE NATURE OF THE CIRCUMSTANCES, THE PRECEDING LIMITATIONS ARE FAIR AND REASONABLE.

6. GENERAL

6.1. Entire Agreement.
You acknowledge that this Agreement is a complete statement of the agreement between You and Flashphoner with respect to the Software and Sample Code, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software and Sample Code.

6.2. Headings.
Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

6.3. Waiver and Modification.
No failure of Flashphoner to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

6.4. Assignment.
You may not assign this EULA or any interest in this EULA without the prior written approval of Flashphoner.

6.5. Severability.
If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

6.6. Independent Contractors.
This EULA shall not be construed to create any employment, partnership, joint venture, franchise or agency relationship between You and Flashphoner or to authorize either party to enter into any commitment or agreement binding on the other party.

6.7. No Responsibility for Content.
You acknowledge and understand that the Content resulting from the use of the Software is entirely the responsibility of the person from whom such Content originated. Flashphoner will not be liable for any Content resulting from the use of the Software.

6.8. Representations.
You represent and warrant that You are authorized to enter into this EULA and comply with its terms. Furthermore, You represent and warrant that You will at any and all times meet You obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software.

6.9. Force Majeure.
Neither party shall be in default by reason of any failure in performance of this EULA if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, terrorist act, United States of foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restriction, strikes or freight embargos.

6.10. Governing Law. This EULA will be governed by English law, without regard to its choice of law principles, and You and Flashphoner hereby agree to submit to the exclusive jurisdiction and venue of the courts of the United

Kingdom. The United Nations Convention for the International Sale of Goods shall not apply.

6.11. Contact Information.
If You have any questions about this EULA, please contact Flashphoner at support@flashphoner.com.

APPENDIX 1 - Enterprise License

Please contact us sales@flashphoner.com or skype: flashphoner.com to get a quote.

Options:
- SIP support
- email, skype chat support
- guaranteed response time
- prioity bugfixes
- integration assistance
- update and maintenance assistance

APPENDIX 2 - Simple Standalone License

- The license is lifetime
- The license can be activated on 1 hardware or virtual server
- The license includes 1 year of free updates
- Subsequent year of updates is 50% of the license cost (optional)
- The license is provided AS IS, without any warranty, personal support, hot fixes
- The license shall not be used if You have an Enterprise license
- The license does not support any SIP functions
- The license does not require connection with Flashphoner licensing server
- You can get technical support over public online forums https://forum.flashphoner.com with no guaranteed response time
- The license shall not be used on Amazon AWS. Please use "APPENDIX 4 - Simple Hourly AWS License" instead.

APPENDIX 3 - Simple Monthly Subscription License

Monthly price is $75 per month per instance.

- The subscription base $75 will be charged regardless server activity
- Instance is an activated and running WCS server. Billing cycle is 1 month.
- If two different instances have been working simultaneously, at least 1 hour, within the billing cycle, it will be charged $150.
- If three different instances have been working simultaneously, at least 1 hour, within the billing cycle, it will be charged $225, etc.
- The license is provided AS IS, without any warranty, personal support, hot fixes
- The license shall not be used if You have an Enterprise license
- The license does not support any SIP functions
- The license requires persistent connection with Flashphoner licensing server
- You can get technical support over public online forums https://forum.flashphoner.com with no guaranteed response time

- The license shall not be used on Amazon AWS. Please use "APPENDIX 4 -
Simple Hourly AWS License" instead.

APPENDIX 4 - Simple Hourly AWS License

Hourly paid license on Amazon AWS Marketplace Listing

- The license is billed by Amazon Web Services as a cloud server provider
- The license is provided AS IS, without any warranty, personal support, hot
fixes
- The license shall not be used if You have an Enterprise license
- The license does not support any SIP functions
- The license requires persistent connection with Flashphoner licensing
server
- You can get technical support over public online forums
https://forum.flashphoner.com with no guaranteed response time