



LICENSE AGREEMENT: 3CX Phone System Software

3CX Software, Ltd. ("3CX") is willing to license the 3CX Phone System Software defined below, related documentation, and any other material or information relating to such software provided by 3CX to you (personally and/or on behalf of your employer, as applicable) ("Licensee") ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS LICENSE AGREEMENT ("License"). 3CX is not willing to make the 3CX Phone System Software available under any other terms or subject to any other conditions.

BEFORE YOU CHOOSE THE "AGREE" BUTTON AT THE BOTTOM OF THIS WINDOW, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY CHOOSING THE "AGREE" BUTTON YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND YOUR EMPLOYER, AS APPLICABLE, TO THE TERMS OF THIS LICENSE AND (2) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER, AS APPLICABLE, TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, CHOOSE THE "DECLINE" BUTTON, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE 3CX PHONE SYSTEM SOFTWARE. ANY USE OF THE 3CX PHONE SYSTEM SOFTWARE OTHER THAN PURSUANT TO THE TERMS OF THIS LICENSE IS A VIOLATION OF U.S. AND INTERNATIONAL COPYRIGHT LAWS AND CONVENTIONS.

Should you have any questions regarding this License, or should you wish to reject this license and obtain a refund of the purchase price (if applicable), you can contact us at <https://www.3cx.com/contact-form/>

1 DEFINITIONS

"Software" -3CX's 3CX Phone System Software and any and all other 3CX applications and tools and related documentation that 3CX may provide to Licensee in conjunction with the 3CX Phone System Software. Software does not include any Communications services purchased to deliver calls to and from the platform. Such Communications services must be purchased separately from a third-party provider.

"Customer," "You/Your," or "Licensee" means the individual purchasing 3CX Software licenses as well as any entity on whose behalf it purchases Software licenses, including, but not limited to its employer, and all of its affiliates, parents, subsidiaries, assigns, officers, directors, employees, shareholders, representatives, directors, agents and contractors.

2 GRANT OF LICENSE

Subject to the terms and conditions of this License, 3CX hereby grants to Licensee a limited, personal, non-exclusive, non-sub-licensable, non-transferable license to install on magnetic or optical media and use ONE (1) copy of the Software.

The license granted to Licensee is expressly made subject to the following limitations: Licensee may not itself (and shall not permit any third party to): (i) copy, other than as expressly permitted, all or any portion of the Software, except that Licensee may make one copy of the Software for archival

purposes for use by Licensee only in the event the Software shall become inoperative; (ii) modify or translate the Software; (iii) modify, alter, or use the software so as to enable more extensions than are authorized in the relevant software purchase agreement; (iv) reverse engineer, decompile or disassemble the Software, in whole or in part; (v) create derivative works based on the Software, except in accordance with clause (ii) of this paragraph; (vi) publicly display the Software; (vii) disregard the simultaneous number of calls limit applicable to the particular version of 3CX Phone System; or (viii) exercise any right to the Software not expressly granted in this License.

The Software includes software applications and tools licensed to 3CX by third parties, including without limitation: ReSIProcate, which is licensed and copyrighted by SIPFoundry, Inc. and its licensors; PostgreSQL Database Management System, which is licensed and copyrighted by The PostgreSQL Global Development Group and The Regents of the University of California. This third-party software included in the Software is provided AS IS AND WITH ALL FAULTS.

3 OWNERSHIP OF SOFTWARE

This License does not convey to Licensee an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this License. The Software is NOT being sold to Licensee. 3CX and its licensors own all rights, title and interest in and to the Software. No license or other right in or to the Software is being granted to Licensee except for the rights specifically set forth in this License. Licensee hereby agrees to abide by all applicable laws and international treaties.

4 ENTIRE AGREEMENT

The third party software applications and tools included in the Software are governed by the terms and conditions of this License. 3CX, in its sole discretion, may provide additional third party software to Licensee at any time. The installation and use of any third party software provided to Licensee by 3CX that is not specifically included in the Software, whether provided on the same media as the Software or separately, is governed by its own license agreement between the respective third party and Licensee.

This License, and the other 3CX agreements, policies, terms and conditions incorporated by reference represent the entire agreement between 3CX and Licensee.

5 UPDATES AND SUPPORT

3CX may modify the Software at any time, for any reason, and without providing notice of such modification to Licensee. This License will apply to any such modifications which are rightfully obtained by Licensee unless expressly stated otherwise. This License does not grant Licensee any right to any maintenance or services, including without limitation, any support, enhancement, modification, bug fix or update to the Software and 3CX is under no obligation to provide or inform Licensee of any such updates, modifications, maintenance or services.

6 CONFIDENTIALITY

Licensee acknowledges that the Software and certain other materials are confidential as provided herein. 3CX's and its licensors' proprietary and confidential information includes any and all

information related to the services and/or business of 3CX or its licensors that is treated as confidential or secret by 3CX or its licensors (that is, it is the subject of efforts by 3CX, or its licensors, as applicable, that are reasonable under the circumstances to maintain its secrecy), including, without limitation, (i) the Software; (ii) any and all other information which is disclosed by 3CX to Licensee orally, electronically, visually, or in a document or other tangible form which is either identified as or should be reasonably understood to be confidential and/or proprietary; and, (iii) any notes, extracts, analysis, or materials prepared by Licensee which are copies of or derivative works of 3CX's or its licensors' proprietary or confidential information from which the substance of Confidential Information can be inferred or otherwise understood (the "Confidential Information").

Confidential Information shall not include information which Licensee can clearly establish by written evidence: (a) is already lawfully known to or independently developed by Licensee without access to the Confidential Information, (b) is disclosed in non-confidential published materials, (c) is generally known to the public, or (d) is rightfully obtained from any third party without any obligation of confidentiality.

Licensee agrees not to disclose Confidential Information to any third party and will protect and treat all Confidential Information with the highest degree of care. Except as otherwise expressly provided in this License, Licensee will not use or make any copies of Confidential Information, in whole or in part, without the prior written authorization of 3CX. Licensee may disclose Confidential Information if required by statute, regulation, or order of a court of competent jurisdiction, provided that Licensee provides 3CX with prior notice, discloses only the minimum Confidential Information required to be disclosed, and cooperates with 3CX in taking appropriate protective measures. These obligations shall continue indefinitely following termination of this License with respect to Confidential Information.

7 NO WARRANTY AND DISCLAIMER OF LIABILITY

THE SOFTWARE IS WARRANTED TO SUBSTANTIALLY CONFORM TO ITS WRITTEN DOCUMENTATION FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING SHIPMENT OR DOWNLOAD. AS YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS WARRANTY, 3CX WILL, AT ITS OPTION, REPLACE THE SOFTWARE WITH CONFORMING SOFTWARE, OR REFUND ANY AMOUNT PAID BY YOU TO 3CX FOR THE SOFTWARE. 3CX AND ITS LICENSORS DO NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY, OTHER REPRESENTATIONS, ENDORSEMENTS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. 3CX does not warrant that use of the Software, or Licensee's ability to use the Software will be uninterrupted, virus free or error free. Licensee acknowledges that 3CX does not guarantee compatibility between the Software and any future versions thereof. Licensee acknowledges that 3CX does not and cannot guarantee that Licensee's computer environment will be free from unauthorized intrusion or otherwise guarantee the privacy of Licensee's information. Licensee will have sole responsibility for the adequate protection and backup of Licensee's data and/or equipment used with the Software. The entire risk as to the quality and performance of the Software and any obligation with respect to service and support is borne by Licensee.

LICENSEE'S SOLE EXCLUSIVE REMEDY FOR ANY CLAIM ARISING UNDER THIS LICENSE OR FROM USE OF THE SOFTWARE IS THAT 3CX WILL USE COMMERCIALY REASONABLE EFFORTS TO ISSUE LICENSEE WITH A REPLACEMENT FOR ANY DEFECTIVE SOFTWARE OR MEDIA. 3CX AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND AGENTS (THE "3CX PARTIES") SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES SUFFERED IN CONNECTION WITH THE USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION,

INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA OR USE (“EXCLUDED DAMAGES”), EVEN IF ANY PARTY WAS ADVISED OF THE POSSIBILITY OF ANY EXCLUDED DAMAGES OR ANY EXCLUDED DAMAGES WERE FORESEEABLE. IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THE EXCLUSIVE REMEDY, AS LICENSEE’S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY, LICENSEE MAY RECEIVE ACTUAL DIRECT DAMAGES UP TO THE AMOUNT PAID BY LICENSEE TO 3CX FOR THE SOFTWARE. LICENSEE HEREBY EXPRESSLY RELEASES THE 3CX PARTIES FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, TO LICENSEE OR ANY THIRD PARTY AS A RESULT OF THE USE OF THE SOFTWARE OR THE INTRODUCTION THEREOF INTO LICENSEE’S COMPUTER ENVIRONMENT.

The above disclaimer of warranty and liability constitutes an essential part of this License and Licensee acknowledges that Licensee’s installation and use of the Software reflect Licensee’s acceptance of this disclaimer of warranty and liability. Certain jurisdictions may limit 3CX’s and its licensors’ ability to disclaim their liability to you, in which case, the foregoing disclaimer shall be construed to limit 3CX’s and its licensors’ liability to the maximum extent permitted by applicable law.

8 TERM AND TERMINATION OF LICENSE

This License is valid until terminated. Licensee may terminate this License at any time by destroying or returning Licensee’s copy of the Software and all Confidential Information as set forth below. This License will terminate immediately if Licensee defaults or breaches any term of this License. Upon termination of this License for any reason, any right, license or permission granted to Licensee with respect to the Software shall immediately terminate and Licensee hereby undertakes to: (i) immediately cease to use any part of the Software; and (ii) promptly return the Software and all Confidential Information and related material to 3CX and fully destroy, delete and/or de-install any copy of the Software installed or copied by Licensee. The provisions regarding confidentiality, ownership, disclaimers of warranty, limitation of liability, equitable relief and governing law and venue will survive termination of this License indefinitely in accordance with their terms.

9 ASSIGNMENT

The License is personal to Licensee and Licensee agrees not to transfer (by operation of law or otherwise), sublicense, lease, rent, or assign their rights under this License, and any such attempt shall be null and void. 3CX may assign, transfer, or sublicense this License or any rights or obligations thereunder at any time in its sole discretion.

10 GOVERNING LAW

This License shall be governed by and construed in accordance with the laws of the United Kingdom without regard to conflict of law provisions thereto. Licensee submits to the jurisdiction of any court sitting in the United Kingdom in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. There shall be no class action arbitration or litigation pursuant to this License. 3CX may seek injunctive relief in any venue of its choosing. Licensee hereby submits to personal jurisdiction in such courts. The parties hereto specifically exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this License and any transaction between them that may be implemented in connection with this

License. The original of this License has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this License written in any language other than English.

11 U.S. GOVERNMENT END USERS

The Software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

12 EQUITABLE RELIEF

It is agreed that because of the proprietary nature of the Software, 3CX’s and its Licensors’ remedies at law for a breach by the Licensee of its obligations under this License will be inadequate and that 3CX and its Licensors shall, in the event of such breach, be entitled to, in addition to any other remedy available to it, equitable relief, including injunctive relief, without the posting of any bond and in addition to all other remedies provided under this License or available at law.

13 System Requirements, Software Limitations & Emergency Communications

The Software does not include transmission (calling) to and from Customer’s location. To enable calling to and from the platform, Customer must purchase, at Customer’s own expense, transmission (calling) (“Communications”) as well high speed broadband Internet access separately from a third-party provider. 3CX does not guarantee that any third-party Communications will be compatible with the 3CX Software. Customer’s ability to use the Software may be affected by the performance of these third-party services. Customer acknowledges and agrees that system requirements for the Software may change from time to time and that adherence to the system requirements is Customer’s responsibility. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and for regularly backing up its data and files in accordance with good computing practices. 3CX is not liable for the failure of or any errors with any third-party Communications services.

LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS NOT PRE-CONFIGURED FOR USE TO CONTACT, OR COMMUNICATE WITH, ANY POLICE AGENCY, FIRE DEPARTMENT, AMBULANCE SERVICE, HOSPITAL OR ANY OTHER EMERGENCY SERVICE OF ANY KIND. IN ADDITION TO PURCHASING COMMUNICATIONS AND INTERNET ACCESS FROM A THIRD-PARTY PROVIDER, CUSTOMER MUST CONFIGURE THE SOFTWARE TO ENABLE CALLS TO “911,” POISON CONTROL CENTERS OR TO ANY OTHER EMERGENCY NUMBER AVAILABLE IN CUSTOMER’S COMMUNITY. 3CX DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES.

3CX SHALL HAVE NO LIABILITY OR RESPONSIBILITY ARISING OUT OF ANY COMMUNICATIONS SERVICES PROVIDED BY A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, 911 SERVICES OR ANY ACTS, OMISSIONS, FAILURES OR INTERRUPTIONS OF SERVICE, NEGLIGENCE OR OTHER MISCONDUCT OF ANY COMMUNICATIONS (INCLUDING 911) SERVICE PROVIDER, OTHER EMERGENCY CALL CENTER PROVIDER, RESELLER, CUSTOMER, OR 3CX. 3CX MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE, SCOPE, EXTENT, PERFORMANCE,

COMPATIBILITY, OR QUALITY OF ANY THIRD-PARTY COMMUNICATIONS OR INTERNET ACCESS SERVICE, INCLUDING 911 EMERGENCY OR SIMILAR SERVICES. CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS 3CX AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, ATTORNEYS, AND AGENTS, AND ANY OTHER COMMUNICATIONS OR INTERNET ACCESS SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY AND ALL KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY OR ON BEHALF OF A CUSTOMER OR ANY USER, ARISING OUT OF OR OTHERWISE RELATING TO ANY ACTS, OMISSIONS, FAILURES OR INTERRUPTIONS OF SERVICE, NEGLIGENCE AND OTHER MISCONDUCT OF 3CX IN CONNECTION WITH THIRD-PARTY COMMUNICATIONS OR INTERNET ACCESS SERVICES, INCLUDING, BUT NOT LIMITED TO 911 SERVICES.

Customer is responsible for configuring the 3CX Software to make phone calls to access 911 emergency services. Customer shall be solely responsible for correctly specifying the location and all other necessary information to enable 911 to operate successfully and will update this information whenever the physical location of service changes. Customer shall also be solely responsible for testing 911 calls to ensure that such calls are correctly routed to the appropriate Public Safety Answering Point ("PSAP").

14 System Requirements, Software Limitations & Emergency Communications

The Software is protected by the copyright laws of the United States and all other applicable laws of the United States and other nations and by any international treaties, unless specifically excluded herein.

ReSIProcate is licensed and copyrighted by SIPFoundry, Inc. and its licensors.

PostgreSQL Database Management System is licensed and copyrighted by The PostgreSQL Global Development Group and The Regents of the University of California.

This product is licensed for United States Patents No. 4,994,926, No. 5,291,302, No. 5,459,584, No. 6,643,034, No. 6,785,021, No. 7,202,978 and Canadian Patents No. 1329852 and No. 2101327. The speech compression algorithm contained in this equipment uses patented technologies belonging to France Télécom, Mitsubishi Electric Corporation, Nippon Telephone and Telegraph Corporation, Université de Sherbrooke and NEC Corporation for which 3CX has obtained the necessary patent license agreement.

This software includes source code from the WebRTC native code package, which is copyright (c) 2011 of the WebRTC project authors. This software also uses libraries from the FFmpeg project under the LGPLv2.1. FFmpeg libraries are not owned by 3CX but are owned by the FFmpeg project at <https://www.ffmpeg.org>

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN

CONTRACT, STRICT LIABILITY, OR TOR (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Arconda Systems AG
Sportallee 6, 22335 Hamburg
Tel. (+49) 40 823 158 0 / Mail: info@arconda.ag
www.arconda.ag
www.econtrol.aero