

legal

TERMS OF SERVICES (TOS) FOR VODIA NETWORKS SOFTWARE

Please read this software license agreement ("License") carefully before using Vodia PBX Software. By clicking the "Accept" button, you agree to be bound to the terms of this License. If you do not agree to the terms of this License, please do not use the Software.

1. License Grant

Upon your payment of the full price and acceptance of this EULA, Vodia Networks Inc. ("VODIA") grants you (the "Customer" or "User") a non-exclusive and non-transferable license to use the Vodia PBX Software in binary or installed form on a device owned or leased by the Customer. VODIA may, at its discretion, make available software updates for the Vodia PBX product. Updates, if any, may not necessarily include all existing software features, be fully backward compatible or include all new features that VODIA releases for newer versions of Vodia PBX Software.

2. Scope

The Vodia PBX software, content, documentation and any other data accompanying this License whether in read only memory, on any other media or in any other form (collectively the "Software") are licensed, not sold, to you by VODIA for use only under the terms of this License. VODIA reserves all rights not expressly granted to you. The terms of this License will govern any software upgrades provided by VODIA that replace or supplement the original Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Title and intellectual property rights in and to any content displayed by or accessed through the Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content.

3. Permitted License Uses and Restrictions

3.1. Performance of the Software

The number of extensions, trunks, concurrent calls and other aspects of the software that can be used with the License are determined by the features that you have purchased for the Software. However, VODIA cannot and does not guarantee you that the performance of the underlying hardware or any other critical component will be sufficient to maintain the service. Also, VODIA cannot and does not guarantee that the Software will work flawlessly in every situation,

including emergency situations. You are responsible for making the provisions to fulfill the requirements on emergency telephone calls on your own.

3.2. Evaluation Software License

VODIA grants you an "Evaluation License" for Vodia PBX Software, free of charge for non-commercial evaluation purposes only, and limited in its functionality (Vodia PBX free). VODIA shall in no event be liable to provide you product support or configuration assistance for the evaluation software. In the event that you are found to be using the Vodia PBX evaluation software for commercial purposes without prior consent from VODIA, you may be subject to prosecution and damages.

3.3. License Association With Server

Vodia PBX Licenses purchased from VODIA allow you to install and use a single copy of the Vodia PBX Software on the server for which the license has been granted. The license granted for one server will be bound to that server only and shall not be used on a different server. In order to allow continuation of service in the case that hardware fails, you may one (1) time move your Vodia PBX telephone system to a different server if the original server is not in operation any more. If you wish to maintain multiple Vodia PBX servers (for redundancy or backup purposes or for multiple services), you are required to purchase a separate license for each additional server.

3.4. Vodia PBX Software Hosting

You will not rent, lease, lend, sublicense, redistribute or otherwise allow third parties to use the Software directly or indirectly, whether on a time sharing, remote job entry, or service bureau arrangement or to provide commercial hosting services to third parties. If you intend to do so, you must enter a different license agreement with VODIA which is available upon request.

3.5. Not For Resale (NFR) License

VODIA may provide partners "Not For Resale Licenses" at no cost. These licenses are granted with the intention to provide partners the ability to demonstrate the product to potential customers; however the license may not be sold or otherwise transferred to any other party. The rules for the Evaluation Software License apply to the NFR License as well.

3.6. Data Usage

VODIA grants you the right to make copies of the Vodia PBX configuration and related data for backup and/or device provisioning purposes only; provided that the backup copy must include all copyright and/or other proprietary notices contained in the original. You may not copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code/license of, modify, or create derivative works of the Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced

components included with the Software). Any attempt to do so is a violation of the rights of VODIA and its licensors of the Software. If you breach this restriction, you may be subject to prosecution and damages.

3.7. White labeling

Some versions of the software make it possible to modify the appearance of the Vodia PBX. When such modifications are performed, the user of the Vodia PBX must be able to identify Vodia as the manufacturer of the Software.

4. Software Updates and Upgrades

VODIA may at its own discretion provide new software from time to time at no cost in order to correct known issues or to enhance the feature set of the Software ("Software Updates"). VODIA may as well at its own discretion provide new software as "Software Upgrade". Such Software Upgrades may not be free and have to be purchased separately. In this case, the Customer might have to enter a new license agreement with VODIA. Customers may enter a separate agreement with VODIA to get Software Upgrades at a predefined cost.

5. Transfer of License

You may not transfer this License to another party, except in the case of the transfer of ownership of your Vodia PBX system, if (a) the transfer includes your server hardware and all of the Vodia PBX Software and this License, (b) you do not retain any copies of the Vodia PBX Software and Licenses, full or partial and (c) the party receiving the Vodia PBX system reads and agrees to accept the terms and conditions of this License.

6. Consent to Use of Data

You agree that VODIA may collect and use technical and related information, including but not limited to technical information about your Vodia PBX telephone system, license status, software versions, and connected peripherals, that is gathered periodically to facilitate the provisioning of software updates, product support and other services to you (if any) related to the Software. VODIA agrees to keep all collected data private and use this information for non-commercial purposes only, solely with the intent of improving its products or to provide services or technologies to you. The Software offers the possibility to change the texts in the various offered languages by you. If you decide to make changes to texts in the product from its web interface, you agree that those changes are stored in a VODIA database. VODIA has the right to use those changes in future versions of the Software and potentially other products for you and for other users of the Software. VODIA reserves the right to review changes and accept or reject them.

6.1. GDPR

[Vodia Networks, Inc GDPR Statement](#) We are committed to the principles inherent in the GDPR and particularly to the concepts of privacy by design, the right to be forgotten, consent, and a risk based approach. In addition, we aim to ensure: Transparency with regards to use of data That data is accurate, kept up to date, and removed when no longer necessary That data is kept safely and securely.

7. Termination

This License is effective until terminated. Your rights under this License will terminate automatically without notice from VODIA if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Software and destroy all copies, full or partial, of the Software and any associated Software licenses.

8. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VODIA AND VODIA's LICENSORS (COLLECTIVELY REFERRED TO AS "VODIA" IN THIS AND THE FOLLOWING PARAGRAPH) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS. VODIA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE THAT THE SOFTWARE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VODIA OR A VODIA AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL VODIA BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF VODIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL VODIA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED WHAT CUSTOMER HAS PAID FOR THE LICENSE OR THE AMOUNT OF FIVE HUNDRED US DOLLARS (WHATEVER IS LOWER). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, VODIA BEARS NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF EVALUATION SOFTWARE, ANY SOFTWARE MADE AVAILABLE FOR TESTING OR DEMONSTRATION PURPOSES OR ANY TEMPORARY SOFTWARE MODULES.

10. Export Control

You may not use or otherwise export or re-export the Software and its associated licenses except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software and its associated licenses may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not Software or any part of it for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

11. Government End Users

Government End Users The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

12. Controlling Law and Severability

This License will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, as applied to agreements entered into and to be performed entirely within Massachusetts between Massachusetts residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary and the remainder of this License shall continue in full force and effect.

13. No Assignment

No Assignment This License is personal to you, and you may not assign all or any rights or obligations hereunder (by operation of law or otherwise) without express written consent of VODIA, at its sole discretion. Any assignment in violation of the foregoing shall be void and without effect. This License shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

14. Complete Agreement; Governing Language

This License constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by VODIA. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

Version 20210510