

ABTO Software VoIP SIP SDK Support Agreement



1. SCOPE

This Agreement is between ABTO Software and the Customer who purchased support services from ABTO Software in one of the following ways:

- (a) The Customer purchased the Software license and support bundle as offered by ABTO Software; including the 30 days of free support services after the purchasing of the license;
- (b) The Customer purchased the Software license without the support option and then purchased support services additionally by placing a separate order;
- (c) The Customer renewed the annual Support Agreement.

If the Customer purchased the Software license, but did not purchase support services then this Agreement is not applicable and ABTO Software has no obligations to provide support to the Customer.

2. DEFINITIONS

Licensor: ABTO Software.

Software Product: VoIP SIP SDK.

Website: www.voipsip SDK.com

Support E-mail: support@voipsip SDK.com

Customer: the person or the company on whose behalf the person is entering into Support Agreement;

Software Development Kit: the software programs and files needed to integrate the VoIP SIP SDK with Application Programs, including documentation, examples, files, declarations, source code, utility programs, and libraries;

Redistributable Software: the following software programs and files included with the Software Development Kit;

Application Programs: one or more software programs created by the Licensee which use the VoIP SIP SDK;

Bug: a problem that causes a software program to produce invalid output or to crash;

Updates: the improvements, patches, error corrections and enhancements that are provided by ABTO Software to Customers who purchased support services;

Commencement Date: the date that the license keys were first issued by ABTO Software;

Renewal Date: the annual anniversary of the Commencement Date.

3. SUPPORT SERVICES

After the payment of the support fee ABTO Software will provide the support services to the Customer upon these support terms for the period for which that payment relates.

The Customer will have access to an automated ticket service through which support requests are logged and ticket (ID) issued. This service can be reached at <http://voipsip SDK.com/ostform>.

ABTO Software will undertake commercially reasonable efforts during the term of this Agreement to respond within 8 – 12 business hours to any ticket requesting support, from 9 a.m. – 5 p.m. Eastern European time zone, Monday to Friday (except for holidays). ABTO Software will undertake commercially reasonable efforts to respond to tickets received outside of normal business hours on the next business day.

ABTO Software will undertake all reasonable efforts to provide technical assistance under this Agreement and to fix or provide solutions to problems where the Software does not function as described in the Software documentation. However ABTO Software does not guarantee that the problems will be solved or that any item will be error-free.

The services listed below apply only to the ABTO Software product(s) for which they are purchased. The services include the following basic features:

- diagnosis of a problem or crash of the SDK;
- possible resolution of a problem or crash of the SDK;
- access to the current documentation for the software (the “Documentation”);
- emergency bug fix escalation available in some cases;
- remote trouble-shooting services available in some cases (e.g. TeamViewer).

4. UPDATES

During the term of the Support Agreement, ABTO Software will provide the Customer with updates and new versions of the Software for no additional fee. The content and timing of all updates shall be decided by ABTO Software in its sole discretion. All updates and new versions should be subject to the original license Agreement covering the Software.

5. WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABTO SOFTWARE DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE AND SERVICES, ABTO SOFTWARE DO NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE OR ANY OTHER CODE WILL BE UNINTERRUPTED OR ERROR-FREE, AND CUSTOMER ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US TO DO SO. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED "AS IS".