

ABTO Software

License Agreement

Non-exclusive limited-term license
with deferred 50% / 50% payment



ABTO SOFTWARE License Agreement

(Non-exclusive limited-term license with deferred 50% / 50% payment)

Licensor: ABTO SOFTWARE

This License Agreement (the "Agreement") constitutes a public offer and governs the terms and conditions under which the Licensor grants the right to use the Software Product to persons who accept the terms of this Agreement.

By paying the License Fee, the Licensee acknowledges and accepts the terms of this Agreement and is granted a non-exclusive, worldwide, limited-term license to use the Software Product in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS

1.1 In this Agreement, the following capitalized terms shall have the meanings set out below:

1.1.1 "Software Product" or "SDK" — the software development kit / library named VOIP SIP SDK including the software programs and files needed to integrate it with Application Programs, together with related documentation, examples, declarations, source code (if any is provided), utility programs and libraries, as further described in Annex 1 (Technical Specification).

1.1.2 "Redistributable Software" — the binary object files, executable files, software libraries and dynamic link libraries that are expressly identified by the Licensor as redistributable and may be incorporated into the Application Programs in compiled form.

1.1.3 "Application Programs" — one or more software products developed by the Licensee that integrate or use the SDK.

1.1.4 "License Key" — the unique activation key, token or credential provided by the Licensor to the Licensee in order to enable use of the SDK.

1.1.5 "Documentation" — the technical documentation, integration guides, sample code and reference materials provided together with the SDK.

1.1.6 "Delivery Date" — the date on which the SDK is delivered to the Licensee in accordance with Section 3.

1.1.7. "Material Non-Conformity" means a defect, error, malfunction, or failure of the Software that materially prevents the Software from performing the essential functions expressly described in Annex No. 1.

2. LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement and the timely payment of the License Fee, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable, worldwide license to use the Software Product (the "License").

2.2 The License includes the right to:

2.2.1 install and use the SDK on workstations and build servers operated by or for the Licensee for the purpose of developing, testing and maintaining the Application Programs;

2.2.2 make a reasonable number of back-up copies of the SDK for archival and disaster-recovery purposes;

2.2.3 modify any source code that the Licensor expressly provides as modifiable, solely for the purpose of integration with the Application Programs;

2.2.4 incorporate the Redistributable Software, in compiled form only, into the Application Programs and distribute it as an integral, non-separable part of the Application Programs to end users.

2.3 The License is non-exclusive: the Licensor retains the right to use the Software Product itself and to grant licenses to any third parties on any terms it deems appropriate.

2.4 No rights are granted to the Licensee by implication, estoppel or otherwise, other than those expressly set out in this Agreement. All rights not expressly granted to the Licensee are reserved by the Licensor.

3. DELIVERY

3.1 The Licensor shall provide the Software to the Licensee, the functional capabilities of which are described in Annex No. 1.

3.2 The Licensor undertakes, upon receipt of the first installment of the License Fee in accordance with Section 4, to deliver the Software and a temporary (evaluation) License Key to the Licensee for testing purposes within five (5) Business Days following receipt of the first installment.

3.3 Within ten (10) business days from the date of delivery of the Software, the Licensee undertakes to inspect the Software and, in the event that material non-conformities are identified, to provide the Licensor with a written list of such material non-conformities accompanied by a sufficiently detailed description. If no such notice is received within the specified period, the Software shall be deemed accepted by the Licensee as being materially compliant with the specifications set forth in Annex No. 1.

3.4 In the event of receiving a notice of material non-conformities, the Licensor shall use commercially reasonable efforts to remedy such material non-conformities within a reasonable period, taking into account the nature and complexity of the reported issue.

3.5. Upon acceptance of the Software pursuant to Clause 3.3 or upon remediation by the Licensor of the reported material non-conformities, the Licensee shall pay the second installment of the License Fee in accordance with Sub-clause 4.2.2. Upon receipt of the License Fee in full, the Licensor shall provide the Licensee with the full License Key enabling the use of the Software in accordance with the terms and conditions of this Agreement.

4. LICENSE FEE

4.1. Pursuant to the terms of this Agreement, the Licensee shall pay the Licensor the total license fee in the amount specified in the invoice, excluding VAT (if applicable) and any banking fees of the payer's bank.

4.2. The License Fee shall be paid in two equal installments according to the following schedule:

4.2.1. First installment — fifty percent (50%) of the License Fee, payable within five (5) Banking Days on the basis of an invoice issued by the Licensor.

4.2.2. Second installment — the remaining fifty percent (50%) of the License Fee, payable within five (5) Banking Days upon acceptance of the Software pursuant to Clause 3.3 of this Agreement and on the basis of an invoice issued by the Licensor.

4.3 All payments shall be made by bank transfer in US Dollars (USD) to the Licensor's bank account specified in the relevant invoice. The Licensee's payment obligation shall be deemed fulfilled on the date when the relevant amount is irrevocably credited to the Licensor's bank account.

4.4. Banking fees of the payer's bank shall be borne by the Licensee; banking fees of the beneficiary's bank shall be borne by the Licensor; banking fees of any intermediary bank shall be borne by the Licensee.

4.5. If the Licensee fails to pay any amount by its due date, the Licensor shall have the right to:

(i) suspend the delivery of the Software and/or withhold the provision of or revoke the License Key until full payment is received, provided that such suspension, withholding, or revocation shall not be deemed a breach on the part of the Licensor; and

(ii) demand the payment of default interest at the rate prescribed by applicable law, accruing from the due date until the actual date of payment.

5. TRANSFER

5.1 The License is granted to a single legal entity — the Licensee — and may not be assigned, sublicensed, leased, lent or otherwise transferred to any third party, in whole or in part, without the prior written consent of the Licensor.

5.2 Any permitted transfer shall require the transferee to accept all terms of this Agreement in writing and shall be reported to the Licensor in writing, identifying the transferee's full legal name and address. Upon transfer, the Licensee shall destroy or transfer all copies of the SDK and the Documentation, and this Agreement shall terminate as to the original Licensee.

6. RESTRICTIONS

6.1 The Licensee shall not, and shall not permit any third party to:

6.1.1 include the Redistributable Software, in source or binary form, in any product that is itself a software development kit, software component or software library;

6.1.2 permit end users to extract or redistribute the Redistributable Software separately from the Application Programs;

6.1.3 loan, rent, lease, sublicense or otherwise make the SDK available to any third party, except as permitted under clause 2.2.4;

6.1.4 disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the SDK, except to the extent that such activity is expressly permitted by mandatory applicable law;

6.1.5 disclose the License Key or any non-public part of the SDK or Documentation to any third party without the prior written consent of the Licensor;

6.1.6 remove, modify or obscure any copyright, trademark or other proprietary notice contained in the SDK or Documentation;

6.1.7 use the SDK in violation of applicable export-control laws or to develop competing software development kits

6.1.8. Sell, transfer or otherwise dispose of the Software Product.

6.1.9. The Software Product is based on Licensor's pre-existing proprietary codebase and is not considered a work made for hire or specially commissioned work.

6.1.10. Any modifications or adaptations remain part of the Licensor's core product.

7. TERM OF AGREEMENT

7.1 This Agreement shall be deemed concluded and shall enter into force from the moment of payment of the License Fee by the Licensee and shall remain in force until its termination in the manner and on the grounds provided for by this Agreement.

7.2 Upon expiry or termination of this Agreement for any reason, the License shall automatically terminate. Within ten (10) business Days following expiry or termination, the Licensee shall: (a) cease all use of the SDK and the License Key; (b) destroy, or at the Licensor's option return, all copies of the SDK and Documentation; and (c) provide the Licensor with written confirmation that it has done so.

8. TERMINATION OF AGREEMENT

8.1 The Licensee may terminate this Agreement at any time by written notice to the Licensor and by destruction of all copies of the SDK; provided, however, that any License Fee already paid shall be non-refundable and the Licensee shall remain liable to pay any sums that have become due before such termination.

8.2 Either Party may terminate this Agreement upon thirty (30) calendar days' prior written notice in the event of a material breach by the other Party, if such breach has not been cured within thirty (30) calendar days following written notice of the breach.

8.3 The Licensor may, in addition, terminate this Agreement and revoke the License with immediate effect by written notice if: (a) the Licensee fails to pay any portion of the License Fee for more than thirty (30) calendar

days after the relevant due date; (b) the Licensee materially breaches clauses 5 (Transfer), 6 (Restrictions) or 10 (Confidentiality); or (c) the Licensee becomes insolvent, bankrupt or enters into liquidation.

8.4 Clauses 4 (with respect to amounts due), 6, 9, 10, 11, 12, 13 and 15 shall survive expiry or termination of this Agreement.

9. COPYRIGHT AND PROPRIETARY RIGHTS

9.1. All intellectual property rights in the Software Product, including source code, documentation, design, database structure, interfaces, and other components, shall belong to the Licensor or its respective right holders.

9.2. Nothing in this Agreement shall be construed as transferring any exclusive intellectual property rights, except for the expressly granted right of use.

9.3. All modifications, improvements, and updates to the Software Product, unless otherwise expressly agreed by the Parties, shall belong to the Licensor.

9.4. The Licensee acknowledges that the SDK, Documentation and all related materials constitute valuable intellectual property of the Licensor, protected by the laws of Cyprus and international treaties. All title and ownership rights in and to the SDK and related materials remain exclusively with the Licensor.

9.5 The Licensor reserves all rights not expressly granted in this Agreement, including, without limitation, all rights to trade secrets, copyrights, trademarks and patents.

9.6. Except as expressly permitted in this Agreement, the Licensee shall not cause or permit any unauthorized copying, reproduction or disclosure of any portion of the SDK or Documentation, or any delivery or distribution to any third party. This restriction shall continue to bind the Licensee, its employees, agents and representatives beyond the termination of this Agreement.

9.7. The Licensee shall include the following copyright notice in each Application Program incorporating the Redistributable Software, in a reasonably visible location in the application's packaging, software or documentation:

"[Product Name] © [Year] [Licensor Name]. All rights reserved."

9.8. License is limited to internal use and integration into Licensee's products only.

10. CONFIDENTIALITY

10.1 Each Party (the "Receiving Party") undertakes to keep strictly confidential all non-public information of the other Party (the "Disclosing Party") disclosed in connection with this Agreement, including, without limitation, the SDK source code, License Key, technical specifications, business and pricing information ("Confidential Information").

10.2 The Receiving Party shall use Confidential Information solely for the purpose of performing this Agreement, shall not disclose it to any third party without the prior written consent of the Disclosing Party, and shall protect it using at least the same degree of care it uses to protect its own confidential information of similar importance, and in any event no less than a reasonable degree of care.

10.3 The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party without confidentiality obligations before its disclosure; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by law or by a competent court or authority, in which case the Receiving Party shall give prompt prior notice to the Disclosing Party.

10.4 The obligations under this clause 10 shall survive for three (3) years after the expiry or termination of this Agreement.

11. WARRANTIES AND DISCLAIMER

11.1 The Licensor warrants that (a) it has full right and authority to enter into this Agreement and to grant the License, and (b) the SDK does not, to the best of the Licensor's knowledge as of the Effective Date, infringe the intellectual property rights of any third party.

11.2 EXCEPT AS EXPRESSLY SET FORTH IN CLAUSE 11.1, THE SDK IS PROVIDED "AS IS" AND THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE LICENSEE BEARS THE ENTIRE RISK OF USING THE SDK AND IS ADVISED TO TEST IT THOROUGHLY BEFORE RELYING ON IT IN PRODUCTION.

11.3. The Licensor does not warrant:

- uninterrupted or error-free operation of the Software Product;
- full compatibility with any hardware or software;
- compliance with all expectations of the Licensee.

11.4. The Licensee shall be solely responsible for:

- the lawful use of the Software Product;
- configuration of its own infrastructure;
- the results of using the Software Product.

11.5. No support or maintenance is included unless agreed separately.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

12.1 The Licensee shall indemnify, defend and hold harmless the Licensor against any and all claims, damages, losses, costs and expenses (including reasonable legal fees) arising directly or indirectly out of the Licensee's use or operation of the SDK or the Redistributable Software, except to the extent caused by the Licensor's breach of clause 11.1.

12.2 To the maximum extent permitted by applicable law, the aggregate liability of the Licensor under or in connection with this Agreement (whether in contract, tort or otherwise) shall not exceed the total amount of the License Fee actually paid by the Licensee to the Licensor under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

12.3 In no event shall either Party be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, including loss of profit, loss of business, loss of data or loss of goodwill, even if advised of the possibility of such damages.

13. FORCE MAJEURE

13.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations that have already become due) to the extent caused by an event of force majeure, including, without limitation, acts of war, armed conflict, hostilities, martial law, mobilization, terrorist acts, blockade, embargo, natural disasters, fire, flood, epidemic or pandemic, governmental restrictions, mass cyber-attacks or large-scale internet outages, sustained interruption of energy supply or other circumstances beyond the reasonable control of such Party.

13.2 The Party affected by an event of force majeure shall notify the other Party in writing within ten (10) calendar days of becoming aware of the event. The duration of force majeure shall be confirmed, where required, by a certificate of the Ukrainian Chamber of Commerce and Industry or the equivalent competent body.

13.3 If an event of force majeure continues for more than three (3) months, either Party may terminate this Agreement upon written notice without liability, provided that any amounts already due remain payable.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Cyprus , without regard to its conflict-of-laws principles.

14.2 The Parties shall use their best efforts to resolve amicably through good-faith negotiations any disputes arising out of or in connection with this Agreement. If the Parties fail to reach an amicable settlement within thirty (30) calendar days following written notice of the dispute, the dispute shall be settled and finally resolved by international arbitration of the Cyprus Chamber of Commerce and Industry in accordance with the laws of Cyprus.

15. MISCELLANEOUS

15.1 Entire agreement. This Agreement, together with its Annexes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings.

15.2 Amendments. Any amendment or supplement to this Agreement shall be made in writing and signed by duly authorized representatives of both Parties.

15.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall replace the invalid provision with a valid one that most closely reflects the original intent.

15.4 Notices. All notices under this Agreement shall be made in writing and delivered to the addresses set out in clause 16 (Bank Details and Contact Information), by registered mail, courier or by e-mail with confirmation of receipt.

15.5 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Licensor may freely assign this Agreement to an affiliate or to a successor in connection with a merger, reorganization or sale of substantially all of its assets.

ANNEX 1 — TECHNICAL SPECIFICATION

1. Product name: [PRODUCT NAME]
 2. Version / build: [VERSION]
 3. Supported platforms / operating systems: [LIST]
 4. Programming languages and runtimes: [LIST]
 5. Key functional modules and APIs: [LIST]
 6. Deliverables (binaries, headers, samples, documentation): [LIST]
 7. Delivery method (download link, repository, encrypted media): [METHOD]
 8. License Key issuance procedure: [PROCEDURE]
 9. Special development requirements (if any): [DETAILS]
 10. Acceptance criteria: [CRITERIA]
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