

SCOPSERV SOFTWARE END-USER LICENSE AGREEMENT



ATTENTION: YOU MAY NEED TO SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU CAN AGREE TO THE EULA AND CONTINUE WITH THE SOFTWARE INSTALLATION.

IMPORTANT: THIS SOFTWARE END-USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND SCOPSERV. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY SCOPSERV HERewith REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.



1. DEFINITIONS

- a) "ScopServ" means ScopServ International, Inc. and its licensors, if any.
- b) "Software" means only the ScopServ software program(s) and third-party software programs, in each case, supplied by ScopServ herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.
- c) "Not for Resale (NFR) Version" means a version, so identified, of the Software to be used to review and evaluate the Software, only. It also refers to a copy used by the authorized reseller or distributor, and under specific agreements, for its own internal services and they CANNOT be sold.
- d) "Trial Version" means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period. The Trial Version may have limited features, may lack the ability for the end-user to save the end product, and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version.
- e) "Payment Pending" in a license status means that the said license is still marked as being unpaid as per ScopServ accounting department. "Payment Pending" status is limited in time and if, at the end of the terms agreed between ScopServ and the receiving party, the license is not entirely paid, it will either state that it has EXPIRE and may simply stop working. ONLY the payment reception can re-enable the license functionalities.
- f) "EXPIRED" annual maintenance means that the receiving party has not paid the annual mandatory maintenance. This will simply prevent the software to be updated, may provoke pop-ups stating to contact your vendor and/or tell you that you are using an illegal version of the software if the receiving party was successful in updating completes or parts of the software from another source than the official ScopServ repositories. The telephony services will NOT stop but its manipulation could be a more difficult experience all over. Refer to ScopServ official SLAs for more information.

2. LICENSE GRANTS

The licenses granted in this Section 2 are subject to the terms and conditions set forth in this EULA:

- a) You may install and use the Software on a single computer or server; *or* install and store the Software on a storage device, such as a network server, used only to install the Software on your other computers over an internal network, provided you have a license for each separate computer on which the Software is installed and run. Except as otherwise provided in Section 2(a), a license for the Software may not be shared, installed or used concurrently on different computers.
- b) INSTALLATION
 - 1. A second installation may be permitted, in accordance with ScopServ and after such a demand is accepted by ScopServ regarding the installation on a second computer/server for the sole purpose of passive redundancy using physical or virtual machines and that could ONLY be put online upon failure of the original system.
 - 2. The other computer/server MUST be readable by ScopServ through Internet for Mac address as to ascertain that only 1 other device will receive the licensed software just like the original installation.



- c) You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.
- d) CHANGE of OWNERSHIP
 - 1. In the case of a takeover or if a client sells his company to another entity, the names on the user registration MUST be changed and the new information must be sent to ScopServ by email to info at scopserv.com.
 - 1. The sold or otherwise provided ScopServ line of products (software) and/or license CANNOT be resold or transferred to anyone and must stay the sole property of the initial buyer. In case of bankruptcy, change of telephony system / services or any other form that would take place and where the ScopServ product is not desired anymore and/or is not in function anymore, the ScopServ software – license – serial number(s) CANNOT, as stated, be sold or transferred in any form to anyone else including the reseller / integrator that sold the product and/or made the installation. This license is to be REVOKED.
- e) You agree that ScopServ may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse ScopServ for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.
- f) Your license rights under this EULA are non-exclusive.
- g) Mandatory Product Activation. The license rights granted under this Agreement may be limited to the first thirty (30) days after you first install the Software unless you supply information required to activate your licensed copy in the manner described during the setup sequence of the Software. You may need to activate the Software through the use of the Internet or telephone; toll charges may apply. There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that ScopServ may use those measures and you agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if you modify your computer hardware. Product activation is based on the exchange of information between your computer and ScopServ. None of this information contains personally identifiable information nor can they be used to identify any personal information about you or any characteristics of your computer configuration.

3. LICENSE RESTRICTIONS

- a) Other than as set forth in Section 2, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.
- b) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
- c) Unless otherwise provided herein, you may not rent, lease, or sublicense the Software.
- d) Unless otherwise provided herein, you may not modify the Software or create derivative works based upon the Software.
- e) You may only use the Not for Resale or the TRIAL Version of the Software to review and evaluate the Software.
- f) You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.



- g) You may receive the Software in more than one medium but you shall only install or use one medium. Regardless of the number of media you receive, you may use only the medium that is appropriate for the server or computer on which the Software is to be installed.
- h) You shall not use the Software to develop any application having the same primary function as the Software.
- i) In the event that you fail to comply with this EULA, ScopServ may terminate the license and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

4. UPGRADES

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Software to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the Software or transfer it to another person or entity unless such transfer is pursuant to Section 3.

5. OWNERSHIP

The foregoing license gives you limited license to use the Software. ScopServ and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any application you may develop), and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by ScopServ and its suppliers.

6. LIMITED WARRANTY AND DISCLAIMER

- a. Except with respect to any Sample Application Code, Trial Version and Not For Resale Version of the Software, ScopServ warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the Software will perform in substantial conformance with the documentation supplied with the Software; and (ii) the media from which the Software is furnished will be free from defects in materials and workmanship under normal use.
- b. SCOPSERV PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE APPLICATION CODE, ALPHA, BETA or TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE. ANY SAMPLE APPLICATION CODE, ALPHA, BETA or TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE ARE PROVIDED "AS IS".
- c. EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO SOFTWARE OTHER THAN ANY SAMPLE APPLICATION CODE, ALPHA, BETA or TRIAL VERSION AND NOT FOR RESALE VERSION, SCOPSERV AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. SCOPSERV DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN,



CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. SCOPSERV SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

- d. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.
- e. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCOPSERV, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.
- f. (USA only) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

7. EXCLUSIVE REMEDY

Your exclusive remedy under the preceding is to return the Software to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any non-compliance with the above warranty is reported in writing to ScopServ no more than ninety (90) days following delivery to you, ScopServ will use reasonable commercial efforts to supply you with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the Software, at its option. ScopServ shall have no responsibility if the Software has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

8. LIMITATION OF LIABILITY

- a) NEITHER SCOPSERV NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SCOPSERV OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- b) SCOPSERV'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$500 OR THE AMOUNT PAID BY YOU FOR THE PORTION OF THE SOFTWARE THAT CAUSED SUCH DAMAGE.
- c) (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION WILL STILL APPLY TO YOU AS SCOPSERV REFUTES SUCH OUT OF PROPORTION UNLIMITATION BUT YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.



- d) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

9. BASIS OF BARGAIN

The Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the agreement between ScopServ and you. ScopServ would not be able to provide the Software on an economic basis without such limitations. Such Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability inure to the benefit of ScopServ's licensors.

10. (OUTSIDE OF THE USA) CONSUMER END USERS ONLY

The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business.

The limitations or exclusions of warranties, remedies or liability contained in this EULA shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

11. GENERAL

This EULA shall be governed by the internal laws of the Province of Quebec, Canada, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Montreal, Quebec or in the provincial court of the Province of Quebec to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of ScopServ to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

No ScopServ dealer, reseller, distributor, agent or employee is authorized to make any amendment to this EULA.

If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this EULA will remain in full force and effect.

All questions concerning this EULA shall be directed to: ScopServ International, Inc., 4486, Gouin W. Blvd, Montreal (Quebec), Canada H4J 1B7 to the attention of the general council.





ScopServ and other trademarks contained in the Software are trademarks or registered trademarks of ScopServ, Inc. in Canada, in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use ScopServ's or its licensors' names or any of their respective trademarks.

