

END-USER LICENSE AGREEMENT FOR UPLINX PHONE CONTROL TOOL (Desktop Edition) FOR CISCO UNIFIED COMMUNICATIONS

PLEASE READ THE FOLLOWING LEGAL AGREEMENT CAREFULLY. INSTALLATION AND USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONAL UPON COMPLIANCE BY THE USER WITH THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

“**Agreement**” refers to this electronic legal agreement.

“**License**” refers to the limited, non-exclusive authorisation to install and use the Software Product. This authorisation is derived from and defined only in accordance with this Agreement.

“**Software Product**” refers to the 'Remote Phone Control Tool for Cisco Unified Communications' (Desktop Edition) produced by UPLINX, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.

“**User**” or “**You**” refers to the individual or legal entity seeking the right to install and use the Software Product. For legal entities, "You" includes but is not limited to any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

UPLINX SLU (“**UPLINX**”, “we” or “us” or “our”) means the business entity legally registered with the Andorran government with company registration number 925983 and tax registration L-711298-N with its offices at Cami del Plans 53, AD400 La Massana, Andorra.

UPLINX SLU acquired in June 2016 the software formerly produced by Uplinx Software Pty Ltd (ABN 64 135 679 551), the business entity legally registered with the Australian Government Business registrar <https://abr.gov.au/> with Australian Business Number (ABN) 64 135 679 551. Uplinx Software, UPLINX, and its logo are registered and protected trademarks of Uplinx Software Pty Ltd in TM Number 1475850, 1475856, 1475857.

“**Year**” means a period of 365 days.

“**CUCM**” means Cisco Unified Communications Manager, a product of Cisco Systems.

2. LIMITED FREE VERSION (TRIAL VERSION)

Use of the limited free version of the Software Product shall be limited to evaluation purposes only. All features of the full version are available in the limited free version but functionality is limited to a maximum of 3 phones and 'No License' text may appear. Notwithstanding, output of the product in the limited free version cannot be bought, sold, licensed, copied, traded or otherwise used by other individuals.

3. ANNUAL RIGHT TO USE LICENSE GRANT FOR FULL VERSION

3.1. Scope

Subject to your compliance with the terms and conditions of this Agreement and payment of the applicable license fees, 'UPLINX' grants you the right to use one (1) non-transferable, non-exclusive, royalty-free user license to install and use on one (1) Windows machine and on one Windows User account per issued license which is identified by its Hardware ID (HID). The Hardware ID is generated out of the Windows User SID, CPU serial and other machine specific hardware parameters.

The Basic, Standard and Professional license types of the UPLINX Phone Control Tool contain one user license. The Enterprise license type of the UPLINX Phone Control Tool contains up to 12 Professional user licenses.

- The *Basic license* is limited to one CUCM cluster identified by the IP address of the CUCM publisher and contains only the feature to 'Remotely control' Cisco phones with any amount of phones and end-users. The license is valid for 3 years and then requires to be renewed for a reduced price as listed on <https://www.uplinx.com/phonecontroltool-usd/>.
- The *Standard license* can control phone on any CUCM cluster with any amount of phones and end-users but contains only the feature to 'Remotely control' Cisco phones. The license is valid for 3 years and then requires to be renewed for a reduced price as listed on <https://www.uplinx.com/phonecontroltool-usd/>.
- The *Professional and Enterprise license* of the UPLINX Phone Control Tool contain all features of the UPLINX Phone Control tool and can be used to connect to any cluster with any amount of phones and end-users. The Professional license is valid for 3 years, the Enterprise license for 1 year and then requires to be renewed for a reduced price as listed on <https://www.uplinx.com/phonecontroltool-usd/>.

For a specification of all product features, please see the datasheet at <https://www.uplinx.com/phonecontrol/>

Support and Software Maintenance

The Basic, Standard and Professional license contain three (3) years of support and software updates. After three (3) years a license extension is required to further use the product. The license extension contains a further three (3) years of support and software updates.

The Enterprise licenses of the UPLINX Phone Control Tool are valid for use for one (1) year from the date of initial purchase of the license. The license will expire at the end of the one (1) year term and requires a continuous renewal at reduced price. A valid Enterprise license entitles you to unlimited product fixes, updates and premium support for one (1) year.

More information about license types and pricing are online at <https://www.uplinx.com/phonecontroltool-usd/>

3.2. Payment

You agree to pay all license fees, taxes and relevant charges. All payments made to UPLINX are non-cancelable and non-refundable. When making a purchase from UPLINX, you must provide a method of payment which you are authorized to use. Your obligation to pay full license fees to UPLINX will be unconditional and not subject to abatement, setoff or defence of any kind.

Please refer to our Terms and Conditions at <https://www.uplinx.com/legal/UPLINX-SLU-Terms-and-Conditions.pdf>

4. REVERSE ENGINEERING

You shall not copy nor allow others to copy, in whole or in part, emulate, sub-licence, distribute, sell, assign, exploit, alter, modify or adapt the Software Product, either in its limited or full version.

You shall not decompile, disassemble or reverse engineer the Software Product, nor attempt to do so either directly or through a third party.

5. OWNERSHIP

You acknowledge that UPLINX is the full and sole owner of the Software Product, whether modified or in its original form. The granting of a license confers no title or ownership in the Software Product and should not be construed as a sale of any right in the Software Product.

6. COPYRIGHT

The Software Product is protected by European copyright laws, international copyright treaties, and other intellectual property laws. You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of UPLINX..

7. WARRANTY AND LIABILITY

The Software Product is provided "as is," without warranty of any kind. UPLINX does not take responsibility for any damages suffered due to using, modifying, or distributing the Software Product.

In no event will UPLINX be liable for any lost revenue, profit, or data, or direct, indirect, special, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the Software Product, even if Uplinx has been advised of the possibility of such damages. UPLINX does not warrant that the Software Product is free from bugs, errors, or other program limitations.

UPLINX is not liable for any indirect, special, incidental, or consequential damages (including but not limited to: damages for loss of business, loss of profits or investments, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise. Even if UPLINX has 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, UPLINX will not be subject to liability for any bugs or damages caused by certain Software Product features.

Notwithstanding any damages that You might incur, the entire liability of UPLINX and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the preceding shall be limited to the amount paid by You

8. SEVERABILITY

In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement.

9. GOVERNING LAW

This Agreement will be governed by the laws of Andorra and construed by the laws of Andorra. The courts of Andorra shall have exclusive jurisdiction over any disputes or disagreements arising out of this Agreement.

10. SCOPE OF AGREEMENT

This Agreement supersedes any prior understanding, whether written or oral, relating to the subject matter of this license.

11. ECCN OF UPLINX PRODUCTS FOR U.S. EXPORT CONTROL

ECCN is an "Export Control Classification Number" for U.S. encryption export control regulations.

UPLINX products are distributed in binary form and are "retail software" for general sale. UPLINX products are classified under ECCN 5D992.b.1 and are exportable without a license ("no license required" or NLR).

12. APPLICATION DATA POLICY

UPLINX software products do never transmit any information or usage behavior from the application to UPLINX or anywhere else except to license the products. For licensing purposes, UPLINX Report Tool and UPLINX Phone Control Tool can transmit the user's name, email, and organization name together with a hashed machine ID to and from the website licensing.uplinx.com. The only purpose of this is to generate or modify a license key. This communication is encrypted.

13. FREE OF HARMFUL COMPONENTS

UPLINX makes a great effort to exclude any harmful components in its products, namely viruses, scripts, trojan horses, worms, malware, or timebombs. UPLINX products use high-level, inherently safe programming languages (Microsoft .NET). Releases are generated on dedicated build servers that are strongly secured and isolated. However, UPLINX cannot provide any guarantees – like any other software vendor.

Last updated 16 Feb 2022