



www.vonalink.com

The software and its documentation, are furnished under license and may only be used in accordance with the terms of such license. The information in the documentation is furnished for informational use only, is subject to change without notice, and should not be construed as a commitment by Arcosoft Inc. Arcosoft Inc. assumes no responsibility or liability for any errors or inaccuracies that may appear in the documentation.

VONaLink is copyrighted software is licensed to the End User for use only in strict accordance with the End User Agreement (below), which the Licensee should read carefully before commencing use of the software. Except as permitted by such license, no part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, recording, or otherwise, without the prior permission of Arcosoft Inc.

VONaLink[®] is a registered trademark of Arcosoft Inc. www.arcosoft.com

License

END-USER LICENSE AGREEMENT FOR VONALINK

This End-User License Agreement (“EULA”) pertains to the VONaLink product (called the “Software” in this Agreement) in the package containing files and electronic documentation. Read the terms and conditions of this End-User License Agreement (“EULA”) before installing, copying, or otherwise using the Software.

This End-User License Agreement (“EULA”) is a legal agreement between you, (“Customer” or “you”), and Arcosoft Inc., an Ontario corporation (“Arcosoft”). By installing, copying, or otherwise using any part of the above Software or any associated media, or any “online” or electronic documentation (the “Software”), you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install the Software.

1. EVALUATION VERSION

Arcosoft has designated the Software as a “Evaluation” version, Your license rights under this EULA shall extend solely for a reasonable evaluation period, during which your use is restricted solely to allow you to determine whether to purchase a permanent license to the Software. You may make a reasonable number of copies of the Evaluation version of this Software, including documentation, for internal distribution, provided that any such copies are unmodified and exact. You shall not charge or request donations for any such copies and distribute Evaluation versions of the Software to third parties without prior written permission. Unregistered use of the Software, including documentation, beyond the evaluation period violates Arcosoft's rights, as described above, including but not limited to Arcosoft's rights under the International Copyright Act. Evaluation versions are provided strictly on an “as is” basis and are subject to Section 5, below.

VONaLink EULA

2. CONVERSION OF EVALUATION VERSION TO LICENSED VERSION

By purchasing a permanent license, and applying the permanent serial number assigned to you, the Software automatically changes from Evaluation state to Licensed state. Once the Software is licensed, the Software may not be redistributed.

3. GRANT OF NON-EXCLUSIVE, LIMITED LICENSE

The Software is licensed, not sold. Any rights not clearly and expressly granted to you under this EULA are reserved to Arcosoft. Provided you have paid all applicable fees, registered the Software with Arcosoft and otherwise complied with this EULA, then Arcosoft grants you the following personal, non-exclusive, non-transferable, limited rights:

- a. You may use the Software on any individual single server; or copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices.
- b. You may not decompile, disassemble, extract or otherwise reverse engineer any of the Software. You shall not have the right to obtain or use any source code for the Software, nor copy, reproduce, or distribute the Software except as provided above. You agree not to rent, lease, or loan the Software, nor use the Software to render time sharing of service bureau services. You may not use the Software in a software production "foundry" environment to make third party software ready for manufacture or installation. You may not make any commercial use of the Software code except as expressly permitted under this Agreement.

4. COPYRIGHT, TRADEMARK, AND "MORAL RIGHT"

The Software and documentation is copyrighted by Arcosoft. Arcosoft's copyrights include, but are not necessarily limited to ©2005 - 2008 Arcosoft Inc. All Rights Reserved. Making unauthorized copies is prohibited by law. No part of the software or documentation may be reproduced, transmitted, transcribed, stored in a retrieval system or translated into any human or computer language without prior written permission of Arcosoft. Arcosoft asserts its "Moral Right" to be identified as the author of this work, in all jurisdictions which recognize the "Moral Right."

5. WARRANTY AND LIMITATIONS

UNLESS OTHERWISE STATED, THE SOFTWARE AND THE DOCUMENTATION SOLD WITH THIS PUBLICATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THIS SOFTWARE REMAINS WITH YOU. IN NO EVENT WILL ARCOSOFT OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, DIRECT, INCIDENTAL OR INDIRECT DAMAGES, OR OTHER ECONOMIC OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARCOSOFT RESERVES THE RIGHT TO MODIFY THIS DOCUMENT AT ANY TIME WITHOUT OBLIGATION TO NOTIFY ANYONE. IN NO EVENT SHALL ARCOSOFT'S OR ITS SUPPLIERS' LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF ANY AMOUNTS PAID HEREUNDER BY YOU TO ARCOSOFT OR THE SUPPLIER.

VONaLink EULA

6. TERMINATION

The license will terminate automatically if you fail to comply with the terms, conditions, or limitations contained in this EULA, including the payment of applicable license or other fees. On termination, you shall, at Arcosoft's option, either return to Arcosoft or destroy all copies of the Software and documentation. Otherwise, this EULA shall remain in force until terminated. You may terminate this EULA at any time (with no obligation on the part of Arcosoft) by destroying all copies of the Software, deleting any copies of the Software from your hard drives, ceasing all use of the Software and documentation; and providing satisfactory proof to Arcosoft that you have done so. The disclaimer of warranty and limitations on liability contained in Section 5 shall continue in force even after your rights to use the Software are terminated.

7. UPGRADES

If the Software is designated by Arcosoft as an "Upgrade" product, then you may only use the Software if you are also currently a licensed user of the base product to which the Upgrade applies. Unless the Arcosoft documentation for an Upgrade specifically provides, you shall not separate upgrade products from base products, nor transfer them separately. Arcosoft reserves the sole and exclusive right to set its policies and prices regarding updates, upgrades and enhancements. All other terms of this EULA apply with equal force to any such Upgrades.

8. RECORDING OF PHONE CALLS (for recording products only)

The laws regarding recording phone conversation vary by country and region. You are responsible for ensuring that the use of the Software complies with all applicable laws in your jurisdiction. In no event will Arcosoft be held liable for any misuse.

9. GENERAL/MISCELLANEOUS CLAUSES

This EULA shall be governed by and construed under the substantive laws applicable to the Province of Ontario, Canada. If any provision of this EULA is held to be unenforceable, the remaining provisions shall remain in full force and effect.