Software License Agreement

Terms and Conditions

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Contents

1 Purpose

This guide describes the licensing model used for distribution of commercial software products based on UniMRCP server.

This document defines general terms and conditions for the use of commercial software products based on UniMRCP server ("Software") provided by Universal Speech Solutions LLC ("Licensor") to its customer ("Licensee").

Unless the Licensee has a different agreement signed by the Licensor, the use of the Software indicates that the Licensee agrees to the terms and conditions provided in this document.

2 Copyright

The Licensee acknowledges that the Software, licenses and accompanying documentation are copyrighted material owned by the Licensor.

3 Software Packages

The Software is available for download to authenticated users. The Licensor permits the Licensee to distribute the Software in its unmodified form.

4 Software Licenses

A license permits the use of the Software in accordance with its terms and conditions.

4.1 License Variation

The following license variations are available.

Trial License

A free trial license is provided for evaluation purposes and can also be used in demo and proof of concept projects.

Trial licenses are not provided recurrently.

Production License

A production license allows commercial use of the software in accordance with the license terms.

Backup License

A backup license allows commercial use of the software in a redundant HA deployment. The backup license is NOT entitled to be used in a load balancing mode.

By purchasing an N-channel production license, the customer is entitled to purchase an N-channel backup license.

The backup licenses are half-priced.

Test and Development License

A test/dev license is intended for internal non-production use in a test or development environment.

By purchasing an N-channel production license, the customer is entitled to purchase an M-channel test/dev license, where M <= N.

The test/dev licenses are half-priced.

4.2 License Term

Licenses can be either owned perpetually or used on an annual basis.

Perpetual License

A perpetual license allows to use the licensed software perpetually.

The license entitles the customer to use all updates to the software produced within one (1) year after the license issuance date.

Every consecutive year, the license can optionally be upgraded at 25% of the nominal price to use all updates to the software produced within one (1) year after the license upgrade date.

Annual License

An annual license allows to use the licensed software for one (1) year.

The license entitles the customer to use all updates to the software produced within the license term.

4.3 License Type

Licenses can be either node-bound or floating.

Node-bound License

A license is generated for and bound to a specific node. The license shall be deployed to and reside on the corresponding node for regular operation. License verification will fail if any of the node parameters changes.

Node-bound licenses are NOT transferable to other nodes.

The customer is supposed to obtain and submit node information for license generation. Detailed instructions on how to obtain uninode.info file are provided in the installation guides for each of the software products.

Floating License

A license is stored on a license server and can be checked out from any node. The license server is available as a service.

An annual subscription to the license server is required to use floating licenses.

5 Order Fulfillment

The Licensor commits to deliver the licenses within one (1) working day after the order is placed and all the required details are collected from the Licensee. The licenses shall be made available for download online.

6 Termination

The Licensee may continue to use the Software for as long as the Licensee complies with the terms and conditions of this License Agreement.

The Licensor may terminate this License Agreement immediately upon notice to the Licensee if the Licensor has a reason to believe the Licensee has breached this License Agreement.

Upon termination, the Licensee shall immediately cease all use of the Software and shall not be entitled to a refund of any fees paid.

7 Technical Support

Technical support is not included and can be contracted separately on an annual basis.

8 Warranty

The Software is licensed "as-is". The Licensee bears the risk of using it. The Licensor provides no express warranties, guarantees, or conditions, unless contracted separately.

9 Miscellaneous

The validity and interpretation of this Agreement shall be governed by the laws of the United States of America and the State of California.