



# ISL Online Corporate Server License Agreement

This ISL Online Corporate Server License Agreement (the "Agreement") is made between:

**XLAB d.o.o. ("Producer")** and Company ("User"):

Pot za brdom 100  
SI-1000 Ljubljana  
Slovenia  
VAT ID: SI15779092

Address:

ZIP Code:

City:

Country:

\*VAT ID:

\* applicable for EU based companies only

**ISL Online account**

Email address:

Corporate Server License will be activated on this ISL Online account

Whereas Producer publishes and distributes computer software products **ISL Online** ("Products"):

- **ISL Light** ([www.isllight.com](http://www.isllight.com))
- **ISL AlwaysOn** ([www.islalwayson.com](http://www.islalwayson.com))
- **ISL Pronto** ([www.islpronto.com](http://www.islpronto.com))
- **ISL Groop** ([www.islgroup.com](http://www.islgroup.com))

Products are distributed under the terms and conditions as published on the website [www.islonline.com](http://www.islonline.com). User would like to acquire a **Corporate Server License** ("License") to use the Products.

THEREFORE, the parties agree as follows:

- 1. AGREEMENT.** To acquire the License the User is obliged to:
  - Proceed the payment for the License according to the official quotation issued by the Producer or one of the Producer's Authorized Resellers.
  - Sign this Agreement and send it to the fax number, provided by the Producer or one of the Producer's Authorized Resellers.
- 2. LICENSE.** Producer will issue and send to the User the Activation Key for activating the License. The License will entitle the User to install and configure the Products' server application ISL Conference Proxy on User's server. User may use unlimited number of active connections established through the ISL Conference Proxy installed and configured on the User's server. User may use the Products for the User's own business purposes only.
- 3. MAINTAINANCE.** User agrees to pay the maintenance fee (Extended Support Service) for the License, obtained by this Agreement each year (starting 1 year after the initial installation), till the termination of this Agreement. The yearly maintenance fee is calculated as 15% of the value of the License.



**4. LIMITATION OF USE.** User may not resell, distribute, or sublicense the Products or use the Products for the development, production or marketing of a service or product substantially similar to the Products. User shall not use the Products in any manner that could damage, disable, overburden, impair or otherwise interfere with Producer's websites, Products or networks connected to the Products.

**5. TERM.** The term of this Agreement is from the effective date until the date of termination of the agreement by either party. User may terminate this Agreement at will, at any time, with or without cause, by written notice given to the other party not less than thirty (30) days prior to the effective date of such termination. Producer may terminate this Agreement immediately (a) if the User fails to make any payment as provided in this Agreement (b) if the User fails to comply with the terms and conditions of this Agreement, or (c) if Producer discontinues distribution of the Products. Producer may also terminate this Agreement with or without cause, by written notice given to the other party not less than three hundred sixty (360) days prior to the effective date of such termination. Producer's right of termination is without liability of any kind to the User or to any other person.

**6. TERMINATION.** In case of termination of this Agreement, User is no longer allowed to use the unlimited number of active connections through the ISL Conference Proxy installed on the User's server. However, User shall be able to continue using the Products for unlimited period of time, where maximum 25 active connections through the ISL Conference Proxy installed on the User's server will be allowed.

**7. SURVIVAL.** User's obligations to pay Producer amounts due hereunder, as well as either party's obligations relating to indemnification, warranties, disclaimers of warranty, protection of proprietary rights and confidential information shall survive termination of this Agreement.

**8. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Slovenia.

**9. EXECUTION.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and each of which together shall constitute a single instrument.

AGREED AND ACCEPTED BY:

**USER**

Name:

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Date:

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Signature:

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**PRODUCER**

Name:

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Date:

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Signature:

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