

**LICENSE AND BUSINESS TERMS OF USE**  
**OF THE VOIPMONITOR COMPUTER PROGRAMME**

**1. OPENING PROVISIONS**

- 1.1. These license and business terms (hereinafter referred to as “**License Terms**”) set forth the terms of granting an authorisation to use (license) the VoIPmonitor computer programme provided by Mr Martin Vít, entrepreneur doing business under the Trades Licensing Act, ID No. 86606221, VAT No. CZ8107020218, with his registered office in Prague – Košíře, Plzeňská 441/207, post code 150 00, to third parties under a license agreement entered into via a website located at [www.voipmonitor.org](http://www.voipmonitor.org).
- 1.2. The License Terms form an integral part of the License Agreement.
- 1.3. The License Agreement and the License Terms are drawn up in Czech and in English. The License Agreement can be entered into in Czech and in English.
- 1.4. The following terms and expressions are used for the purposes of the License Terms:
  - Computer Programme – the “VoIPmonitor” computer programme which is used to analyse VoIP calls, available as a demo version in which the functionalities of the Computer Programme can be tested, and as a full version; documentation regarding the Computer Programme is available at [voipmonitor.org/doc](http://voipmonitor.org/doc);
  - Licensor – Martin Vít, entrepreneur doing business under the Trades Licensing Act, ID No. 86606221, VAT No. CZ8107020218, with his registered office in Prague – Košíře, Plzeňská 441/207, post code 150 00;
  - Licensee – third party who purchases the license to the Computer Programme;
  - License Agreement – an agreement entered into by and between the Licensor and the Licensee whereby the license to the Computer Programme is granted;
  - License Key – serial number necessary to activate the Computer Programme, provided by the Licensor to the Licensee,
  - Website – the Licensor's website [www.voipmonitor.org](http://www.voipmonitor.org) through which the License Agreement is entered into.

**2. CLIENT ACCOUNT**

- 2.1. Before his or her first order, the Licensee shall make a registration, i.e. request the opening of his or her client account by sending the form available at the [www.voipmonitor.org](http://www.voipmonitor.org) website in which the Licensee provides the data specified in Article 3.1 of these Terms and chooses a password for access to the Licensee's client account. After the form is sent, the Licensor opens the client account for the Licensee and sends a login (username) to the Licensee, to an e-mail specified in the form.
- 2.2. The Licensee may place orders and download License Keys to the Computer Programme using his or her client account. The client account contains invoices issued by the Licensor to the Licensee on the basis of the License Agreement.

- 2.3. The Licensee is obliged to complete the registration at the Website using accurate, truthful and complete data and update the data whenever they change. The data provided by the Licensee in the client account are deemed accurate by the Licensor. Each Licensee may have only one client account.

### **3. EXECUTION OF THE LICENSE AGREEMENT**

- 3.1. The License Agreement for the full version of the Computer Programme will be executed on the basis of an order placed by the Licensee. The order must contain the following minimum data:

- Data concerning the Licensee to the following extent: company name (or name and surname), address, ID No. and National Tax No. (or VAT identification number assigned in the country where the Licensee is established), electronic mail address,
- Specification of the ordered license with respect to the term of the license and number of channels,
- Consent with these License Terms.

- 3.2. The order can be placed:

- Via the Website by filling out the on-line form
- By sending the order to the Licensor's electronic mail address [info@voipmonitor.org](mailto:info@voipmonitor.org)

- 3.3. The License Agreement will be entered into as soon as the order is received by the Licensor, i.e. the Licensor shall make the License Key available to the Licensee in the client account; the License Key will be active for no more than 30 days from the moment it becomes available in the client account (the period will continue to run regardless of whether or not the License Key is used and the Licensee starts using the Computer Programme). The Licensor shall simultaneously send the License Key to the Licensee's e-mail specified in the order. After the license fee is duly paid, the Licensor shall make available the License Key which will be valid until expiration or termination of the License Agreement.

- 3.4. The License Agreement to the demo version of the Computer Programme is entered into as soon as the Licensee accesses the demo version; the username and password will be provided after the Licensee selects the demo version in the Licensor's offer.

- 3.5. The Licensee understands and agrees that the Licensor is not obliged to enter into the License Agreement, especially with any individuals or entities who fundamentally breached any License Agreement before.

- 3.6. The Licensee agrees with the use of the means of distance communication in executing the License Agreement. Any costs incurred by the Licensee when using the means of distance communication in connection with the execution of the License Agreement (such as the costs of internet connection) will be paid by the Licensee himself or herself.

### **4. LICENSE TERMS**

- 4.1. The Licensee understands and agrees that the Computer Programme is protected by copyright.

- 4.2. The license to the Computer Programme is provided to the following extent:
- As a non-exclusive license,
  - To be used for the purpose of analysing VoIP calls,
  - Provided as a single copy of the Computer Programme,
  - Without any territorial limitation,
  - For the duration of the License Agreement.
- 4.3. The license for the demo version of the Computer Programme is provided free of charge from the moment the username and password are granted, following the selection of the demo version in the Licensor's offer.
- 4.4. The license for the full version of the Computer Programme is provided for a fee specified in the confirmed order and calculated according to the Licensor's pricelist valid at the moment the order is executed; the Licensee acquires the license at the moment the License Key is made available in the client account (i.e. not as late as at the moment of activating the License Key).
- 4.5. The Licensee is not entitled to:
- Provide or assign the license to the Computer Programme to a third party (grant a sublicense),
  - Copy, lease, lend, distribute the Computer Programme or otherwise make the Computer Programme publicly available or otherwise allow third parties to use the Computer Programme,
  - Carry out any reverse engineering of the Computer Programme.

## 5. PAYMENT TERMS

- 5.1. The license fee is due and payable as a single payment after the License Agreement is entered into.
- 5.2. The invoice issued by the Licensor will be due and payable in fourteen (14) days. The Licensee agrees that invoices shall be sent electronically to the e-mail address specified in the order. The fee shall be paid to the Licensor's account specified in the invoice.
- 5.3. The Licensor is a value added tax payer, the prices at the Licensor's web do not include the VAT.

## 6. MISCELLANEA

- 6.1. Before expiration of the license term, the Licensor is entitled to send to the Licensee an invoice for a license fee payable for the next period; the invoice constitutes an offer to change the term (duration) of the License Agreement. If the fee under the invoice sent to the Licensee is paid duly and in time, the License Agreement is amended, i.e. the license term is extended by the period for which the Licensee paid the fee.
- 6.2. The Licensee understands and agrees that the Licensor assumes no responsibility for the functionality of the Licensee's data network, the public data network and the Licensee's hardware equipment.
- 6.3. Absence of any functionality which is not described in the documentation to the Computer Programme available at [voipmonitor.org/doc](http://voipmonitor.org/doc) does not constitute a defect of the Computer Programme.
- 6.4. If the Licensee sustains any damage or losses in connection with the Licensor's liability for defects of the Computer Programme, the Contracting Parties have agreed to cap the maximum amount of the compensation for the damage/losses (if any), i.e. the compensation for the damage/losses shall not exceed the Licensor's fee which was actually paid by the Licensee to the Licensor for the preceding three calendar months (if the payment covers a period exceeding three months, the cap (limit) shall be determined as the proportionate amount of the fee per quarter).
- 6.5. The Licensor shall provide the Licensee with basic technical support subject to the conditions stipulated at the Licensor's discretion. The Licensee has the right to request the support by sending an e-mail to [support@voipmonitor.org](mailto:support@voipmonitor.org) or by filing a trouble ticket in the Licensee's client account.

## 7. DURATION OF THE LICENSE AGREEMENT

- 7.1. The License Agreement takes effect as soon as it is entered into.
- 7.2. The License Agreement is entered into for the term (duration) of the license specified in the confirmed order; as concerns the license to the demo version of the Computer Programme, the term shall not exceed 30 days.
- 7.3. The License Agreement can be terminated by agreement of the Contracting Parties or by a rescission justified by a fundamental breach of the License Agreement, with effect from the moment of delivery of the notice of rescission to the other Contracting Party. The Licensee commits a fundamental breach of contract if the Licensee breaches the License Agreement and/or the License Terms or if the Licensee fails to pay the license fee duly and in time. The Licensor

commits a fundamental breach of contract if the Licensor fails to enable the Licensee to use the Computer Programme despite proper payment of the license fee by the Licensee. The Licensor shall deactivate the License Key simultaneously with sending the notice of rescission.

7.4. As soon as the License Agreement is terminated or expires, the Licensee's right to use the Computer Programme expires and the Licensee is obliged to refrain from any further use thereof.

## 8. DELIVERY OF DOCUMENTS

8.1. Any and all correspondence concerning any legal acts relating to the License Agreement must be delivered to the other Contracting Party in writing, specifically by electronic mail. Correspondence addressed to the Licensee shall be delivered to the electronic mail address specified in the order.

8.2. Any message sent by electronic mail is delivered as soon as it is received by the incoming mail server.

## 9. CLOSING PROVISIONS

9.1. The legal relationship established by the License Agreement shall be governed by Czech law, primarily Act No. 89/2012 Coll., Civil Code.

9.2. The Contracting Parties have agreed on the jurisdiction of Czech courts; the court with territorial jurisdiction shall be determined according to the registered office of the Licensor.

9.3. The Licensee is not entitled to assign the rights and obligations from the License Agreement to any third party.

9.4. If any provision of the License Terms is or becomes invalid or ineffective, the invalid provisions shall be automatically replaced by provisions the purpose of which is proximate to the invalid provision. The invalidity or ineffectiveness of any provision shall not affect the validity of the remaining provisions.

9.5. The Contracting Parties have agreed that the Licensor may unilaterally modify the License Terms to a reasonable extent. Any modification of the License Terms shall be notified to the Licensee by electronic mail to the Licensee's address specified in the order. The Licensee may reject the modification of the License Terms and in such case terminate the License Agreement by a written notice with a one-month (1) notice period. As soon as the Licensee expresses his or her consent with the new version of the License Terms, the previous License Terms cease to have effect and the new version of the License Terms becomes an integral part of the License Agreement.

9.6. The Contracting Parties may depart from these License Terms in their written License Agreement. Different provisions agreed in the written License Agreement prevail over the License Terms; the remaining provisions of these License Terms continue to apply (i.e. if not agreed otherwise).

9.7. Licensor's contact details: electronic mail address [info@voipmonitor.org](mailto:info@voipmonitor.org).

Done in Prague on \_\_\_\_\_

**Martin Vít**