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6. GENERAL

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Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

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No failure of Flashphoner to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

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You may not assign this EULA or any interest in this EULA without the prior written approval of Flashphoner.

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If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

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This EULA shall not be construed to create any employment, partnership, joint venture, franchise or agency relationship between You and Flashphoner or to authorize either party to enter into any commitment or agreement binding on the other party.

6.7. No Responsibility for Content.

You acknowledge and understand that the Content resulting from the use of the Software is entirely the responsibility of the person from whom such Content originated. Flashphoner will not be liable for any Content resulting from the use of the Software.

6.8. Representations.

You represent and warrant that You are authorized to enter into this EULA and comply with its terms. Furthermore, You represent and warrant that You will at any and all times meet Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software.

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Neither party shall be in default by reason of any failure in performance of this EULA if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, terrorist act, United States of foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restriction, strikes or freight embargos.

6.10. Governing Law. This EULA will be governed by English law, without regard to its choice of law principles, and You and Flashphoner hereby agree to submit to the exclusive jurisdiction and venue of the courts of the United Kingdom. The United Nations Convention for the International Sale of Goods shall not apply.

6.11. Contact Information.

If You have any questions about this EULA, please contact Flashphoner at support@flashphoner.com.

APPENDIX 1 – Enterprise License

1. License Plans and Features

The license is issued with warranty maintenance of the selected functions and is supported during the entire warranty period of the license. The cost of the license depends on selected functions and planned bandwidth of the solution in terms of the number of simultaneous calls, streams and connections.

2. License terms.

The final Enterprise license is a subject of additional negotiation between You and Flashphoner. Please contact us sales@flashphoner.com or skype: Flashphoner.com with any questions.

Please see license attributes and its possible ranges at the table below:

License attribute	Possible range, depending on personal license plan (by negotiation)	
	Min Value	Max Value
Time Limit	Lifetime (Never expires)	
Support and maintenance period including free updates	3 month	1.5 years
Guaranteed response time	Next business day by email or via ticket system	
Cost of the next period of technical support and updating	30%	100%
Number of servers where the license can be allocated	1	16
Number of concurrent calls	8	1024
Number of concurrent connections	80	10240

APPENDIX 2 – Simple License

1. The license is perpetual.
2. The license is for one (1) virtual or dedicated server.
3. Period of free included technical support and updating is 1 year.
4. No guaranteed response time.
5. Forum only support: <http://forum.flashphoner.com>
6. Cost of the next period of technical support and updating is 50% of license cost.
7. The license is designed for one hardware or VPS Server.
8. The license requires 'Branding option'. You must to add a human visible hyperlink text on each web page or application screen where Flashphoner software is used or content processed by Flashphoner software is used.

Branding Examples:

- Streaming powered by Flashphoner
- Web calls powered by Flashphoner
- Video calls powered by Flashphoner

The text must be in a form of active hyperlink and must point to <http://flashphoner.com> website.