TelcoBridges EULA - End-User License Agreement ("Agreement")

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Please read the TelcoBridges End-User License Agreement ("Agreement") carefully before downloading, installing or using TelcoBridges ("Company") FreeSBC, ProSBC, ProSBC+ or any other TelcoBridges product(s) either in Software or Hardware form ("Application"). By downloading, installing or using the Application, the user ("You") agrees to be bound by the terms and conditions of this Agreement.

If You do not agree to the terms of this Agreement, do not download, do not install or do not use the Application.

1. Pricing & Subscription

The product is provided to you based on the payment (if any) when You downloaded the software. You are solely responsible for any fees including but not limited to servers, machines, storage, network bandwidth usage, memory usage or any other costs incurred from the installation or use of the Application. You are solely responsible for any fees including but not limited to the costs associated with the usage of on-premises equipment and/or cloud-based equipment and/or services.

Subscription based services are non-refundable throughout the duration of the license grant. Downgrading any parameters of the subscription will only affect pricing at renewal date, no credit is applicable on the current subscription cycle for which the license has been generated. Any transactional credit shown on Stripe by downgrading services are informational indicators on how next subscription base pricing shall be affected at renewal, not shown as an actual refund.

2. Limited License Grant

Subject to Your compliance with the terms of this EULA (including payment of all applicable fees), Company grants You a revocable, limited in time, non-exclusive, non-transferable, limited right to install and use one instance of the Application on a server, machine or cloud ("System") owned and/or paid and/or controlled by You, and to access and use the Application on such System strictly in accordance with the terms and conditions of this License.

3. Restriction on Use

You shall use the Application strictly in accordance with the terms of the Agreement and shall not: (a) decompile, attempt to decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable laws, rules or regulations in connection with your use of the Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Application; (e) use the Application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) install more than once instance of the Application per Limited License; (g) use the Application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Company unless being authorized in writing to do so by Company; (h) use the Application to send automated queries to any phone or to send any unsolicited commercial voice calls; or (i) use any proprietary information or interfaces of Company or other intellectual property of Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Application.

4. Intellectual Property

Company remains the sole and unique owner of intellectual property rights of its products. This Agreement does not entitle You or transfer to You to any rights of ownership in the Application or any derivative.

5. Technical Support and Maintenance

Maintenance, upgrades and/or support for the Application will be provided by the Company only if You have purchased and paid all fees associated with each of these items. At its sole discretion, the Company may or may not decide to include bug fixes, enhancements or patches into a specific Application's version or code branch. You may need to upgrade to a specific Application's version to benefit from bug fixes, enhancements or patches.

The Company may or may not update or remove any versions of the Application for any or no reason with or without prior notice.

6. Infringement Acknowledgment

You acknowledge and agree that, in the event of a third-party claim that the Application or Your possession or use of the Application infringes any third party's intellectual property rights, You (and not Company) will be responsible for the investigation, defense, settlement and discharge of any such claim of intellectual property infringement. You will, however, promptly notify the Company in writing of such a claim.

7. Termination of Licensing

The Company may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this License and the rights afforded to you hereunder with or without prior notice. Furthermore, if You fail to comply with any terms and conditions of this License, then this License and any rights afforded to You hereunder shall terminate automatically, without any notice or other action by the Company.

Upon the termination of this License, You shall cease immediately all use of the Application and uninstall the Application.

8. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Consent to Use of Data

The Company may collect and use technical information gathered as part of the usage of the Application and may use this information to improve its products and services. The Company shall not disclose any of this information in a form that personally identifies You, calling or called parties.

10. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall the Company's total liability to you for all damage (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars ($50.00). The foregoing limitations will apply even if the above stated remedy fails in its essential purpose.

11. Audit

Company reserves the right to audit Your use of Paid Products no more than once annually at Company's expense. The Company shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours at Your facilities and shall not unreasonably interfere with Your business activities.

If such audit reveals that You have underpaid fees to the Company, You shall promptly pay to the Company such fees for any underpayment at the prices previously agreed for the Application. If such audit reveals that You have overpaid fees to the Company, the Company shall promptly credit to You any overpayment at the prices previously agreed for the Application.

12. Export control

You shall comply, and shall cause your distributors and integrators to comply, with all Canadian and U.S. laws and regulations controlling the export of certain commodities and technical data, including, without limitation all Regulations and Policies of Foreign Affairs and International Trade Canada and all Export Administration Regulations of the United States Department of Commerce.

Among other things, these laws and regulations prohibit or require a license for the export of certain types of commodities and technical data to specified countries. You hereby give assurance that You will comply and will cause your distributors and integrators to comply with all Canadian and U.S. export control laws and regulations and agree to obtain, at its expense, all necessary licenses and other authorizations and documentation prior to the exportation or re-exportation of any software or other product acquired from the Company. For further information on countries for which there are export restrictions you can visit web sites including the following:

http://www.international.gc.ca

http://www.bis.doc.gov

13. Force majeure

Company shall not be responsible for any delay or failure in performance of any or all of its obligations under this Agreement caused by any act, omission, or event beyond Company's reasonable control.

14. Governing law

This agreement is governed by and construed in accordance with the laws applicable in the Province of Quebec, Canada. The courts sitting in the judicial district of Montreal, Province of Quebec, Canada, shall have exclusive jurisdiction to hear any claim or other proceeding arising in connection with the present agreement.

15. Severability

Should any provision of this Agreement be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from this Agreement, but all remaining provisions shall continue in full force.

16. Stripe Integration Addendum

16.1 Integration of Stripe

The TelcoBridges application may integrate with Stripe for payment processing. By using this integration, you acknowledge that Stripe's services are governed by Stripe's own Terms of Service and Privacy Policy. It is your responsibility to review and comply with these terms and policies.

16.2 Payment Processing

All payments processed through Stripe are subject to Stripe's transaction fees, terms, and conditions. You are responsible for any fees and costs associated with these transactions.

16.3 Data Security and Privacy

Stripe manages all payment information, and TelcoBridges does not access or store such information. For details on how your data is handled, please review Stripe's Privacy Policy. Any issues or concerns regarding payment security should be addressed directly with Stripe.

16.4 Limitation of Liability

To the maximum extent permitted by law, TelcoBridges shall not be liable for any damages, losses, or costs arising from the use of Stripe's services, including but not limited to issues related to payment processing or data security breaches.

16.5 Termination

TelcoBridges reserves the right to discontinue the Stripe integration or terminate Stripe as a payment option at any time, with or without prior notice. Such actions will not affect your obligations to Stripe, or any payments owed.

16.6 Amendments

TelcoBridges may update this Addendum at any time. Continued use of the Stripe integration following any changes constitutes acceptance of the revised terms.

16.7 Contact Information

For any questions regarding this Addendum or the Stripe integration, please contact TelcoBridges Support.

By proceeding with the Stripe integration, you confirm that you have read, understood, and agreed to the terms of this Addendum in conjunction with the original End-User License Agreement.