

## **AITOC, Inc. License Agreement for phpFox Modules.**

### **1. Definitions:**

The following definitions shall apply to this Terms & Conditions Agreement:

"Vendor" or "Licensor" means AITOC Inc., a producer of phpFox Konsort modules and owner of all rights for these modules.

"Customer", "Licensee" and "Client" means a company or a person, who purchases phpFoX Konsort module.

"Product" and "Module" means phpFox Konsort module, property of AITOC Inc.

"PhpFoX Konsort" means social networking software written in PHP which the modules are to work with.

"License" means a digital document, which grants permission to use Product within the specified Terms & Conditions and which contains all necessary Client's domain information.

"Installation" means placing the Product on an operational phpFox Konsort solution to be run.

"Derivative Works" means a work and/or a document that is based upon one or more preexisting works such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a preexisting work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute copyright infringement.

"Use" means executing or loading Product functions, and copying the Product for archival or emergency restart purposes.

### **2. General:**

This is a legal Agreement between Customer and Vendor, covering Customer purchase and use of Product.

By purchasing the Product you are asserting with the below-stated Terms and Conditions of the present Agreement. If you don't agree to the Terms and Conditions, do not purchase any of the Products.

Any violation of set forth below Terms and Conditions will automatically deprive you of the right to use the Product, thus you must cease using it and terminate all copies and derivatives of the Product at your disposal.

The source code and files are exclusively owned by AITOC Inc. and are subject to US Copyright Law and Copyright Laws of the State of Delaware, as well as international copyright treaty provisions.

AITOC Inc. retains title to and ownership of the Product and all enhancements, modifications and updates of the Product.

The exclusive forum for disputes arising out of, or relating to, this Agreement shall be an appropriate federal or state court in the county of New Castle, Delaware.

### **3. License:**

By purchasing the Product you obtain a valid and perpetual License, which means that License will remain valid until Licensee stops using the Product or until Licensor terminates this License because of Licensee's failure to comply with any of its terms and conditions.

The terms of exploitation are indicated in your License details.

AITOC Inc. offers a single URL/website Product License. Customer needs to purchase another license to install the Product on a different website.

The installation location must always be that entered in the user database and not a mirror or redirect to it.

Entering incorrect information can cause license revocation.

A sold license does not include ownership of any original works, part of thereof or any documentation or derivative works of the Product.

#### **4. Copyright:**

Any unauthorized copying, reselling, renting, leasing, sublicensing, pledging, conveying, transferring of rights, creating of any derivative works, or disclosing of modification source codes in any way, porting of Product to other platforms and content management systems is prohibited, without prior written approval from AITOC Inc.

Proofs of copyright infringement include, but are not limited to, similar code style and structures and containing similar to Product source code, layout and design.

Customer is not allowed to remove the original AITOC Inc. copyright inscription from the source code of the Product. Though modifications of the source code are allowed, but at own risk.

If necessary to run the Product on a test site which shall be used only for development purposes, Customer needs to adhere to PhpFoX Konsort regulations, where it is indicated that the site may run in a folder, sub-domain or localhost.

If revealed that the Product is used in breach of the above mentioned terms of use, our staff are authorized to suspend the license, advising you what actions are required to resolve the matter.

In cases of a severe or repetitive violation, where advice has been ignored, AITOC Inc. is authorized to revoke your license.

#### **5. Installation:**

Every Product shall include an automated installation module. The automated installation may depend on configuration of operational phpFoX Konsort solution.

AITOC Inc. does not pledge for its installation module to operate successfully on modified as well as non-modified phpFoX Konsort solution.

In case of any problems with automatic installation or intending it to be fulfilled manually for any reason, Customer may perform the manual installation procedure, using the Installation Manual or apply for paid installation service, executed by Vendor's staff. To use the paid installation service Client is obliged to present correct web-site access information for Vendor's support personnel, as well as valid Product License information. Installation service payments are non-refundable.

Failing to meet any of the above mentioned requirements deprives Customer of ability to use this service.

#### **6. Product Support Policy:**

Free support period for one module will total 6 months, starting from the purchase date of the module.

Support team shall provide to Customer, without additional charge, all reasonably necessary written consultation requested in connection with use and operation of the Product or any problems therewith, within above-stated period of time.

In cases when extraordinary support efforts will be required Customer shall be offered either paid support service or refund of module cost.

Under extraordinary support efforts AITOC Inc. supposes a request which probable cost to resolve may exceed the cost of the purchased module.

Support costs are calculated in accordance with average US market rates.

Support team preserves the right to ignore any appeals or requests, not falling under the present conditions.

All information, acquired from AITOC Inc. support team is advisory only and shall not create any warranty for AITOC Inc.

#### **7. Service Level Agreement:**

AITOC, Inc. will provide support and bugfix services via support tickets system at [support.phpfox.com](http://support.phpfox.com), Monday – Friday, 8 am - 5 pm GMT (3 am -12 pm EST).

## **8. Product Upgrades:**

Further versions and upgrades of the Product which Customer is utilizing might be available at additional cost. AITOC Inc. does not incur any liability for untimely notification of new versions and upgrades for purchased Products.

## **9. Product Bug fixing:**

Customer is entitled to report any bugs experienced while using an AITOC module. Bugs reported within a period of 6 months from the AITOC module purchase date shall be fixed at the earliest possible date and be available for installation by all Customers who possess a valid and effective License for the original module. AITOC Inc. is accountable to promptly inform all Customers who hold legal License about availability of the fixed version of the AITOC module.

It is solely Customer's obligation to obtain and install the new corrected AITOC module after being notified.

For installation terms please refer to "Installation" passage.

## **10. Refunds:**

Customer may demand a refund for any AITOC Inc. extension module (Product) within a 30-day period from the date of purchase. Any clarification of Customer's refund claim within the 30-days period is optional.

AITOC Inc. staff will check the compliance of all License information before resolving money refund issue.

AITOC Inc. reserves the right to deny money refund claimed within the stated period if Customer's License info is incomplete and/or incorrect.

Refund requests submitted after the expiration of the 30 days period shall not be accepted. Refunds of money charged for custom installation service shall not be issued.

AITOC Inc. considers its product as refunded when the money was withdrawn from its account. If no notification of non-acceptance has been received from client within 5 bank days, product is treated as refunded.

Thus client is obliged to uninstall the product, terminate all its copies and derivatives within the 5 bank days starting from the day of initiation of money refund process.

On expiration of 5 bank days having not acquired any notification of problems with money acceptance from client and obtaining evidence of continuation to use the refunded product, its copies or derivatives, AITOC authorizes itself to login to clients server and execute manual product deleting.

AITOC Inc. relieves itself of responsibility for any damages neither with phpFox running, nor with business profits or information occurring due to enforced manual deleting of refunded product or its derivatives.

## **11. Confidentiality:**

Each party agrees that it shall not disclose any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement to any third party, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement or License. The Product contains trade secrets and proprietary know-how that belong to AITOC Inc. and it is being made available to Licensee in strict confidence.

## **12. Disclaimer of Responsibility:**

AITOC Inc. extension modules are not stand alone solutions and require phpFoX Konsort to be installed primarily with a valid phpFoX Konsort License.

Vendor does not guarantee for its Product to operate correctly on any phpFoX Konsort

solution, either modified or non-modified.

AITOC Inc. does not bear any responsibility for damages or incorrect running of the phpFoX Konsort solution, occurred due to installation or utilizing of Module.

AITOC Inc. disclaims all and any accountability for site content, where the Product is installed. Complaints received from any third party may result in license suspension or revocation if the matter cannot be resolved. License suspension action is at the sole discretion of AITOC Inc. and is intended to offer both parties time for settlement or advice. License reinstatement shall remain Vendor's exclusive privilege.

Vendor is not liable to Customer or any third party for any damages including, but not limited to, loss of business or business profits, loss of business information due to using AITOC Inc. Products.

By agreeing with the Terms and Conditions Customer acknowledges to use the Product at own risk and has clear understanding of responsibility for any damage to own computer system and data.

### **13. Changes Conditions:**

AITOC Inc. reserves the right to modify these agreement terms at any time.

It is solely Customer's responsibility to inquire about any changes, made to the present Agreement.

Last updated on September 09, 2009.