

Corporate Server License Agreement

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

PRODUCER

ISL Online Headquarters

XLAB d.o.o.
Pot za Brdom 100
SI-1000 Ljubljana
Slovenia, EU
VAT ID: SI15779092

T: +386 1 244 77 60
F: +386 1 244 77 70

USER

Company _____
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 the Producer publishes and distributes computer software products ISL Online ("Products"):

- ISL Light
- ISL AlwaysOn
- ISL Pronto
- ISL Groop

Products are distributed under the terms and conditions as published on the website www.islonline.com. The User would like to acquire the Unlimited Corporate Server License ("License") to use the Products.

Pogodba o korporativni strežniški licenci

To pogodbo o korporativni strežniški licenci ISL Online (»pogodba«) skleneta:

PROIZVAJALEC

ISL Online Headquarters

XLAB d.o.o.
Pot za Brdom 100
SI-1000 Ljubljana
Slovenia, EU
VAT ID: SI15779092

T: +386 1 244 77 60
F: +386 1 244 77 70

UPORABNIK

Podjetje _____
Naslov _____
Poštna številka _____
Kraj _____
Država _____
ID za DDV * _____

* nanaša se samo na podjetja s sedežem v EU.

ISL ONLINE RAČUN

E-pošta _____

Korporativna strežniška licenca bo aktivirana za ta račun ISL Online.

Proizvajalec izdaja in distribuira računalniško programsko opremo ISL Online (»izdelki«):

- ISL Light
- ISL AlwaysOn
- ISL Pronto
- ISL Groop

Distribucija izdelkov poteka v skladu s pogoji, objavljenimi na spletnem mestu www.islonline.com. Uporabnik želi pridobiti neomejeno korporativno strežniško licenco (»licenca«), namenjeno uporabi izdelkov.

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 Authorised Resellers.
- Sign this Agreement and send it to the email or fax number, provided by the Producer or one of the Producer's Authorised Resellers.

2. LICENSE. The 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 the 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. The User may use the Products for the User's own business purposes only.

3. MAINTENANCE . The User agrees to pay the maintenance fee (Extended Support Service) for the License, obtained by this Agreement each year (starting one (1) year after the initial installation), until the termination of this Agreement.

First Payment Due Date _____

Annual Maintenance Fee _____

4. LIMITATION OF USE. The 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. The User shall not use the Products in any manner that could damage, disable, overburden, impair or otherwise interfere with the 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. The 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. The 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. The 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. The Producer's right of termination is without liability of any kind to the User or to any other person.

1. POGODBA. Za pridobitev licence mora uporabnik:

- izvesti plačilo za licenco skladno z uradno ponudbo, ki jo izda proizvajalec ali eden od proizvajalčevih pooblaščenih prodajalcev;
- podpisati to pogodbo in jo poslati na naslov oz. številko, ki jo navede proizvajalec ali eden od proizvajalčevih pooblaščenih prodajalcev.

2. LICENCA. Proizvajalec bo izdal in uporabniku poslal aktivacijski ključ za aktivacijo licence. Licenca uporabniku omogoča namestitvev in nastavitvev strežniške aplikacije izdelka, ISL Conference Proxy, na lastnem strežniku. Uporabnik lahko uporablja neomejeno število aktivnih povezav, izvedenih preko aplikacije ISL Conference Proxy, ki je nameščena na uporabnikovem strežniku. Uporabnik lahko izdelke uporablja izključno za lastne poslovne namene.

3. VZDRŽEVANJE. Uporabnik soglaša, da bo vsako leto (prvič eno leto po izvedeni namestitvi) poravnal pristojbino za vzdrževanje (razširjena storitev podpore) za licenco, ki jo je pridobil skladno s to pogodbo, vse do prekinitve te pogodbe.

Rok za prvo plačilo _____

Letna pristojbina za vzdrževanje _____

4. OMEJITEV UPORABE. Uporabnik ne sme prodajati, distribuirati ali izdajati podlicenc za izdelek ali izdelka uporabljati za razvoj, proizvodnjo ali trženje storitve ali izdelka, ki je zelo podoben izdelku, ki je predmet te pogodbe. Uporabnik izdelka ne bo uporabljal na noben način, ki bi lahko poškodoval, onemogočil, preobremenil, okvaril ali na drugačen način škodoval proizvajalčevi spletni strani, izdelkom ali omrežjem povezanim z izdelkom.

5. VELJAVNOST POGODBE. Pogodba je veljavna od datuma začetka veljavnosti do prekinitve te pogodbe s strani katere koli stranke. Uporabnik lahko s pisnim obvestilom prekine pogodbo kadar koli brez navedbe vzroka. Pisno obvestilo mora drugi stranki izročiti najmanj trideset (30) dni pred prekinitvijo pogodbe. Proizvajalec lahko to pogodbo nemudoma prekine, (a) če uporabnik ne izvede plačil skladno z določili te pogodbe, (b) če uporabnik ne upošteva določil in pogojev te pogodbe. Prav tako lahko proizvajalec prekine pogodbo s pisnim obvestilom kadar koli in brez navedbe vzroka. Pisno obvestilo mora drugi stranki izročiti najmanj tristo šestdeset (360) dni pred prekinitvijo pogodbe. Proizvajalčeva pravica do prekinitve pogodbe ne vključuje nobenih obveznosti do uporabnika ali drugih oseb.

6. TERMINATION. In case of termination of this Agreement, the 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, the User shall be able to continue using the Products for an 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. The User's obligations to pay the 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. MODIFICATIONS. This Agreement represents the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. This Agreement may be modified only in writing signed by the parties.

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. If there are any inconsistencies between the English language version of this Agreement and any translated version, then the English language version shall prevail.

6. PREKINITEV. V primeru prekinitve te pogodbe uporabnik ne sme več uporabljati neomejenega števila aktivnih povezav preko aplikacije ISL Conference Proxy, ki je nameščena na uporabnikovem strežniku. Kljub temu pa bo lahko uporabnik izdelek še naprej uporabljal v časovno neomejenem obdobju. To pomeni, da bo imel še vedno na voljo 25 aktivnih povezav preko aplikacije ISL Conference Proxy, ki je nameščena na uporabnikovem strežniku.

7. OBVEZNOSTI PO IZTEKU POGODBE. Uporabnikova obveznost do plačila zneskov proizvajalcu, ki so določeni v tej pogodbi, vključno z obveznostmi katere koli stranke do izplačila odškodnin, jamstev, zavrnitev jamstva, varovanja lastninskih pravic ter zaupnih informacij, velja tudi po prekinitvi te pogodbe.

8. SPREMINJANJE POGODBE. Ta pogodba v celoti nadomešča prejšnja dovoljenja in dogovore med pogodbenima strankama v zvezi s predmetom pogodbe, razen v primeru goljufij ali goljufivega zavajanja. Spreminjanje določil pogodbe je možno zgolj v pisni obliki, s podpisom vseh vpletenih strank.

9. KONČNE DOLOČBE. Ta pogodba je lahko sestavljena v dveh ali več izvodih. Vsak izvod velja kot original, vsi izvodi skupaj pa tvorijo en sam dokument.

Agreed and accepted by:

USER

Name _____

Date _____

Signature _____

PRODUCER

Name _____

Date _____

Signature _____

Please duly sign the agreement and send it to:
sales@islonline.com | + 386 1 244 77 70

Dogovorjeno in sklenjeno med:

UPORABNIK

Ime _____

Datum _____

Podpis _____

PROIZVAJALEC

Ime _____

Datum _____

Podpis _____

Pravilno podpisano pogodbo pošljite na:
sales@islonline.com | + 386 1 244 77 70