

OIGAA "BETA" SOFTWARE USER LICENSE

OCTOBER 2007

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For the exclusive purpose of this License, the following terminology shall be understood as follows:

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- 3. Computer Application User: The individual or legal entity who is the beneficiary of this cession of use, and who is authorized for the use of the computer application, assuming the obligations and responsibilities of this License and those of the Service Conditions which he or she agrees to. In this case, this is the User who operates the OIGAA "BETA" software.
- 4. **Parties:** The Grantor (VOZTELECOM) and the User.
- 5. **Third Party:** Any individual or legal entity outside this contractual relationship.
- 6. **Programs:** A sequence of instructions created for their interpretation, use and execution by a computer system which are necessary for the correct functioning of the computer application whose cession of use comprises the object of this License.

- 7. Hardware: Electronic, mechanic or magnetic devices which are necessary for the functioning of the computer application and those which may be accessory to these.
- 8. **Organization:** An individual or private legal entity to which the USER belongs and which he or she represents in the use of the application.

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VOZTELECOM grants the USER a non-exclusive, non-transferable Use License which is free of charge for the OIGAA "BETA" program, for which he or she may use this program on his or her computer, cellular phone or PDA device for the sole purpose of the Services contracted with VOZTELECOM, which are subject to the Service Conditions the USER states acknowledging and accepting. The use of the OIGAA "BETA" program is subject to the terms and conditions established in this License.

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Illicit use prohibition. The USER is obliged to abstain from using the OIGAA "BETA" software for illicit ends or purposes, or those contrary to that established in this License, in the Service Conditions as well as those



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Online-use software. The USER accepts that, as this is a computer application which is available online, whose operation is carried out through the internet so to avoid any download or installation for it, no copy of the OIGAA "BETA" software will be delivered. Notwithstanding, for the functioning of the computer application, it is necessary to have certain elements installed in the USER's browser, which will be obtained by automatic download through the internet when the USER accesses the Service, and for which VOZTELECOM bears no liability whatsoever.

Access to the OIGAA "BETA" software will be carried out exclusively through the web page hosted under the domain <u>www.oigaa.com</u> or at another internet address which may be identified at this domain. For access to and use of the application, the USER must have a user name and password, which will be sent automatically to the USER's email address once the subscription processing for the OIGAA Service is finalized.

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Absence of guarantees. The USER accepts that the OIGAA "BETA" software is provided in its current state and excluding all conditions, statements and guarantees, be they express or implicit, legal or of any other nature, including, and without limitation to, any implicit guarantee related to the quality, performance, availability, absence of errors, loss of data packets, marketing or adaptation for the use in question or for specific intentions. VOZTELECOM likewise does not guarantee connections or transmissions from or to the internet, nor the quality of the communications made through the OIGAA "BETA" software.

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The USER understands and accepts that he or she receives the OIGAA "BETA" software free of charge and in a test phase, and thus VOZTELECOM, its subsidiary companies, its licensors and its personnel bear no liability whatsoever which could arise or be related to the use of the OIGAA "BETA" software, as this is stipulated herein below.

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Annulment by the USER. Annulment by the USER will be linked to that established in the Service Conditions and will be carried out according to the terms and conditions stipulated therein.

INTEGRITY OF THE LICENSE

Each one of the stipulations in this License must be interpreted separately and independently from the others. If any of these becomes invalid, illegal or unable to be executed by virtue of any legal regulation, or should it be declared null or ineffective by any Court or Administrative Authority, the nullity or ineffectiveness mentioned will not affect the other stipulations, which will maintain their full validity and effectiveness. The Signing Parties agree to substitute the Clause or Clauses affected by another or by others which have effects corresponding to the objectives pursued by the Parties in this License.

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The USER acknowledges and accepts that the OIGAA "BETA" software may be subject to legal standards on imports and exports. The USER accepts adhering closely to applicable Law regarding imports and exports, and acknowledges his or her responsibility with respect to compliance with these regulations, as well as with restrictions on destinations, end use and end user issued by national governments.

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