End User License Agreement (EULA) for the Use of Unify Software

Version 4.0 as of 1st February 2019

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1. Definitions

1.1 **"Affiliate"** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with Unify or Customer, respectively; „control" as used herein shall mean the possession of the power to direct, or cause the direction of, the management and the policies of an entity, whether through ownership of a majority of the voting rights or by contract or otherwise.

1.2 **"Agreement"** means the separate agreement under which Customer obtained the Software from Unify or a third par- ty eligible to sell Unify Software, e.g. a Unify Partner.

1.3 **"Base Software"** means – as opposed to Single User Software – Software installed on a server computer, the so-called "host", which is accessed by Clients in order to make use of the functionalities of the Base Software.

1.4 **"Client"** means a clearly identifiable entity which can access a server computer and one or more of the Product Instance(s). Clients can be, for example and depending on the specific product, users, agents, devices, identities or communication channels. The number and type of Cli- ents authorized to use the Product Instance(s) on a particular server computer is defined in the Agreement.

1.5 **"Client Access License"** or **"CAL"** means a License that allows a specific number of Client(s) to access and use the Base Software. Depending on the product, a CAL covers at least one (1) Client but may also cover a defined number of Clients (by example and without limitation, 20, 25, 100 Clients) or permit an unlimited number of Clients to access the Base Software.

1.6 **"Customer"** means the party acquiring a copy of the Software, who is neither a Unify Partner nor an Affiliate of Unify.

1.7 **"Documentation"** means the technical and/or functional descriptions provided along with the Software. Documentation may be provided in electronic form or online, e.g. via the Internet. Documentation may also include, by ex- ample and without limitation, a description of performance characteristics, special features, hardware and software requirements, installation requirements, conditions of use and end user manuals.

1.8 **"Firmware"** means Single User Software which is embedded into the microcontroller of an electronic device (e.g. a telephone-handset).

1.9 **"Freeware"** means a computer program which may be used without payment or other compensation (for example, by advertising). Freeware may be subject to proprietary license terms imposed by the Freeware vendor, which, by example and without limitation, may limit the right to distribute or redistribute the Freeware. Freeware may have functional limitations which a commercial version does not have. In general, the Freeware vendor does not deliver source code of the Freeware.

1.10 **"License"** means the right to use a particular computer program. A license may be perpetual (i.e. it is granted permanently) and is usually granted in exchange for a one-time license fee, or it may be time-limited i.e. it is granted only for the term of a subscription arrangement, and usually in exchange for a recurring license fee. The exact kind and scope of the License acquired by Custom- er is further defined in the Agreement.

1.11 **"Open Source Software"** or **"OSS"** means a computer program licensed under an OSS License which is available either (a) in source code form only, or (b) where the source code is delivered together with the object code (executable) or (c) where the source code can be obtained for free (handling fee/ shipping costs may apply).

1.12 **"Product Instance"** means one installed copy of the Base Software.

1.13 **"Product Instance License Key"** or **"License Key"** means the license key defining the maximum number of CALs assigned to a specific Product Instance.

1.14 **"Single User Software"** is Software intended for use by a single user on a single device, which is not to be used as a server, such as a desktop PC, notebook, smartphone, etc.

1.15 **"Software"** means, collectively, the computer program, files and the media (if any) provided to Customer under the Agreement resp. this EULA, including all Updates, Upgrades, corrections, modified versions, supplements and copies of the Software, if applicable. The Software comprises of computer programs from Unify and from third party suppliers, in executable (object code) form, and includes the Documentation. Open Source Software or Freeware delivered together with the Software is included in the definition of "Software", but for them, the respective Open Source Licenses or license terms imposed by the vendor of the Freeware take precedence over this EULA.

1.16 **"Update"** means a release of the Software which primarily addresses bug fixes and, only if necessary, contains mi- nor functional improvements (e.g. additional drivers). Uni- fy may elect at its sole discretion to publish an Update as a full release which allows for a complete installation, or a partial release which implements only the changed code (e.g. a service pack). In any case, an Upgrade requires an existing and properly licensed installation of the Soft- ware. Typically, an Update is identified by an increase in the minor release number, within the major version number (e.g. "Version 1.2" instead of "Version 1.1").

1.17 **"Upgrade"** means a release of the Software which adds new and/or extended functionality and, if necessary, contains bug fixes for older versions. In general, an Upgrade is a full release which allows for a complete installation. In any case, an Upgrade requires an existing and properly licensed, (set of,) eligible, older version(s) of the Software that is to be upgraded. Typically, an Upgrade is identified by an increase in the major version number (e.g. "Version 2.0" instead of "Version 1.2").

1.18 **"Unify"** means, unless explicitly indicated otherwise in the Agreement, Unify Software and Solutions GmbH & Co. KG, Germany.

1.19 **"Unify Partner"** means distributors, resellers, VARs, OEMs and other channel partners authorized by Unify to market the products and services of Unify.

2. General License Terms

2.1 Customer is granted a License to use the Software on the basis of this EULA and only within the scope and terms of the Agreement.

2.2 The Software is protected by copyright laws and international copyright treaties as well as other laws and conventions related to intellectual property. In relation to the Customer, the intellectual property rights to the Software re- main exclusively with Unify or, where applicable, with Unify's suppliers, the licensors of the OSS or the vendors of the Freeware.

2.3 Customer shall only install and use the Software if Customer accepts all licensing terms. Without limitation to any obligation of Unify under the OSS Licenses, and unless explicitly agreed otherwise, Software shall only be delivered and licensed in object code form i.e. executable, machine-readable form.

2.4 Unless explicitly otherwise provided for in the Agreement, Customer shall have a non-exclusive right to use the Software, subject to the provisions of Section 3, to handle Customer's own internal business purposes and those of Customer's Affiliates. The use or operation of the Soft- ware by third parties is permitted if done solely under the control of the Customer and for Customer's own internal business purposes (e.g. hosting, outsourcing). Within this scope, Customer may also, to a reasonable extent, re- produce or copy the Software. All other rights, in particular the right to distribute, translate, modify, re-arrange or publicly broadcast the Software, remain with Unify. Customer may not decompile or disassemble the Software, extract any parts of the Software, carry out reverse engineering or otherwise attempt to derive the source code of the Software unless within

mandatory statutory laws. Prior to any action within mandatory statutory laws, Customer must provide written notice to Unify, requiring that Unify provides the necessary information and documents to achieve the contractually agreed functionality or interoperability with other computer programs.

2.5 Neither the Software itself nor the right to use the Soft- ware may, without the prior written consent of Unify, be rented-out or leased-out, borrowed-out, sub-licensed or, subject to the provisions of Section 2.7, be assigned or otherwise be made available to third parties. The Soft- ware may not be duplicated or copied, either in part or in whole, unless expressly permitted under the Agreement or if statutory law allows for backup copies.

2.6 If the media provided to Customer contains Software for different products, Customer may only use the Software that is the subject of the Agreement. Unbundling or re- packaging of the Software for sale or re-sale or the modification of such media is not permitted.

2.7 If the Software was provided to Customer under a perpetual License, any resale of the Software and the transfer of the right to use the Software are only permitted, if the Software and the use rights are transferred exactly in the manner and configuration as they were provided to the Customer. The Software may only be transferred to a third party in its entirety and complete with all associated material and CALs. A temporary transfer is prohibited. A partial assignment of the Software to a third party or a transfer of the same Software to multiple third parties is prohibited, unless explicitly permitted by law.

2.8 In any event of a permitted transfer of the Software, Customer shall ensure and demonstrate in writing upon Unify's request, that

- the third party agreed to accept this EULA and to fully comply with the terms of this EULA;
- the Software, all serial number(s), CALs and all other material that was supplied along with the Software, including pre-installed material, and all copies, Updates, Upgrades and prior versions, was transferred to the third party;
- Customer retained no copies, including backups;
- Unify was informed of the transfer, the identity of the transferee and the transferred Software, including the relevant serial numbers, and the re-assignment of the serial numbers registered in Unify's systems was arranged with Unify.

2.9 Upon the transfer of the Software to the third party, all rights of the Customer to use the Software shall expire. Any such transfer does not automatically include a trans- fer or assignment of warranty claims or of any maintenance or service agreements that may be in effect be- tween Customer and Unify. If Customer acquired the Software from a Unify Partner, individual or different arrangements may apply for Customer's warranty claims or with regard to any maintenance or service agreements concluded with the Unify Partner.

2.10 Customer may create a reasonable number of backup copies of the Software. Customer shall not remove any alphanumeric identification characters, trademarks and copyright notices which may be present in the Software or on the media, and will copy the Software unaltered.

2.11 Provided that the Software requires activation, e.g. by applying a Product Instance License Key, Customer shall activate the Software within thirty (30) days of the day of installation. Only then will the installation be technically complete. The necessary information must be entered by Customer in the manner described in the installation sequence. If changes have been made to the hardware, it may be necessary to reactivate the Software. In the event the activation does not take place within said period, the Software may become disabled for further use. To activate the Software again, a valid activation code is re- quired, which can be requested from Unify or a Unify Partner upon proof of authorization. Individual arrangements on acceptance made in the Agreement shall be unaffected hereby.

2.12 Every supplementary program code (e.g. patch, Update) which is made available to the Customer under warranty or as part of a software maintenance contract or other service agreement, and all extensions of the License, e.g. additional CALs, shall be deemed an integral part of the respective Software and be subject to these License Terms, unless otherwise agreed in the individual case.

2.13 Upon the installation of an Upgrade- or migration-version of the Software, the right to use the preceding version shall expire. Existing copies, including backup copies, shall either be destroyed, which is to be evidenced by Customer upon request, or be returned to Unify or the relevant Unify Partner, unless Customer proves that the preceeding version is required to meet statutory document retention and documentation requirements, which cannot be fulfilled with the Upgrade- or migration-version of the Software.

2.14 Unify may terminate the License and the use rights grant- ed to Customer hereunder in writing, in whole or in part, with immediate effect if the Customer is in material breach of the license terms.

2.15 For Firmware the provisions of these License Terms shall apply analogously, but Firmware may only be used or be passed on to third parties together with the respective ac- companying hardware for which it was released.

3. Open Source Software, Freeware and third-party software components

3.1 Some parts of the Software, including third-party software components, Freeware or OSS, may be fully or in part subject to licensing terms of the respective vendor, or to OSS Licenses. Such licensing terms shall take precedence over this EULA. These licensing terms will be de- livered with each program, usually as a separate html file. Upon Customer's request, Unify will provide the applicable license terms prior to entering into the Agreement. For Unify Software provided under this EULA, Unify has integrated any Open Source Software, Freeware and third- party software components in compliance with their applicable license terms.

3.2 Insofar as the OSS Licenses provide for the provision of source code, Unify will make it available either (a) by including it in the Software delivery or (b) on Unify's website and in any case (c) send it on media upon Customer's re- quest, against applicable handling/shipping costs.

3.3 Any OSS and Freeware are licensed royalty-free i.e., no fees are charged for the provision of the OSS and the Freeware and for exercising the licensed rights.

4. Customer's usage rights

4.1 License for Base Software

A License for a Base Software entitles Customer to a single installation on a server computer. Depending on the respective Software, a CAL must be acquired for each Client that accesses the Product Instance(s).

4.2 License for Single User Software

A License for a Single User Software entitles Customer to a single installation of the Software on a single computer. In addition, Customer may install a copy of the Software on a server computer within Customer's internal network, solely for the purpose of downloading and installing the Software onto other single computers attached to Customer's internal network and provided that the Single Us- er Software allows such an installation routine. Depending on the Agreement, the number of Licenses for Single Us- er Software acquired by Customer may also determine the maximum permissible number of installations. Any other use of Single User Software in a network is not permitted.

5. Delivery

Unless agreed otherwise in the Agreement, delivery of the Software will be made, at Unify's or the relevant Unify partner's discretion, by sending the Software on media or pre-installed on a device (e.g. server computer) to the agreed delivery address (physical delivery), or by making the Software available for download (electronic delivery).

6. Warranty and Liability of Unify

6.1 The Documentation alone is decisive for the required quality and functionality of the Software. Unify is not liable for any other condition of the Software. In particular, Unify does not represent or warrant that (a) the Software works together in a selection or configuration that was not solely and freely determined by Unify, (b) that it will run uninterrupted or error free, or (c) that all Software errors can be eliminated.

6.2 Warranty claims and other liability claims and / or claims for the refund of expenses against Unify will only be available to Customer if they have been agreed to in an Agreement that was directly concluded between Unify and the Customer. If Customer acquired the Software through a Unify Partner, the claims of the Customer are determined by the Agreement concluded with the Unify Partner.

7. Export Control and Customs Regulations

7.1 All Products, including but not limited to items / commodities ("Items") (goods/hardware, software and technologies and/or Services) may be subject to export laws and regulations and/or to national, foreign and international regulations. Compliance with applicable rules and regulations must be ensured at all times.

7.2 Unify will perform all necessary and appropriate procedures for requesting required export authorizations for deliveries to Customer, provided Unify will be the legal Ex- porter of Record for the deliveries. Customer will provide assistance, required documentation and certificates re- quested by Unify to obtain required authorizations or to review, ensure and document compliance with applicable laws and regulations.

7.3 Should required authorizations not be granted, granted with delay, granted with a reduced scope, be revoked or not renewed, Unify shall take no liability. Such events shall be considered as a Force Majeure event.

7.4 Customer shall obtain in due time all required import licenses required for the Items imported from Unify. Unify will, on request, provide reasonable assistance and documentation in support of the import licensing process.

7.5 Customer is aware that Items supplied under Export licenses are provided for a specific end use and End User and may be subject to specific provisos and conditions. Customer will respect the contents of the applicable governmental licenses and authorizations and the certificates signed in the licensing process. Customer will not sell, transfer or make otherwise available items delivered un- der Export Licenses to any End User, end use or destination deviating from the contents of the Export License un- less such action was authorized by the competent authority issuing the original export authorization.

7.6 Customer will only transfer, export or re-export Items received from Unify to reliable partners. Customer will en- sure that Items are not made available in any way to par- ties, destinations and End Uses under embargo, excluded from business or otherwise under relevant sanctions by Germany, the European Union, the USA or the United Nations.

7.7 Customer will not re-export any controlled technical in- formation / technology under this contract.

7.8 Customer shall indemnify and hold harmless Unify from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer.

8. Evaluation License Terms

8.1 The terms of this Section apply in the event Customer obtained the Software for evaluation purposes, and take precedence over the rest of the EULA. Any provision of Software for evaluation purposes shall be temporary only.

8.2 Customer may use the Software only for testing and evaluation purposes, and only for the evaluation period agreed with Unify or the Unify Partner from whom the copy of the Software was obtained. Customer may terminate the evaluation period prior to expiry at any time by destroying all copies of the Software or by returning them to Unify or the Unify Partner.

8.3 Any right to use the Software shall expire automatically upon (a) the Customer not complying with the terms of this EULA and (b) expiry of the evaluation period. Customer acknowledges that some products come with time- limited license keys and will automatically disable themselves upon expiry of the evaluation period.

8.4 Unless otherwise agreed, Customer is not entitled to receive any form of support from Unify or the Unify Part- ner during the evaluation period.

8.5 Customer may, at any time during the evaluation period, upgrade to a regular version. Details of the upgrade shall be arranged with Unify or the Unify-Partner.

8.6 Notwithstanding mandatory statutory rights, Evaluation copies of Software obtained from Unify are provided "as is" without any warranty. Customer uses the Software during the evaluation phase at its own risk, expense and liability. Unify does not provide any warranty for the performance or the results arising from the use of the Soft- ware or the accompanying material.

8.7 Except for mandatory statutory laws, any claims of Customer for damages or compensation, regardless of their legal basis, and in particular claims arising from production stoppage, loss of profit, loss of information and data or subsequent damage are excluded.

9. General terms

9.1 Customer agrees to be bound by the terms of this EULA and acknowledges that Customer is entering into a legally binding contract by one or more of the following methods: a) executing this EULA, b) clicking to accept or agree where this option is made available to Customer or c) by actually using the Software. Customer should print or save a copy of this EULA for Customer's records. If Customer does not agree with any part of this EULA, Customer is not authorized to access or use the Software.

9.2 This EULA cannot be modified except in writing. This also applies to any waiver of this written form requirement. If individual terms of this EULA are found to be legally ineffective or impracticable on legal grounds, the remaining terms shall not be affected thereby.

9.3 These License Terms are governed by substantive German law under exclusion of the conflict of laws provisions and of the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction shall be Munich.