

VEERTU INC.

SOFTWARE LICENSE AND SUPPORT AGREEMENT

Order Form

Licensee Name:	Effective Date:
Licensed Software:	
Licensed Activations:	Licensee Fee:
Support: Provided Support tier (as detailed in Exhibit B): Basic Premium Support Fee: Not Applicable	

This Software License and Support Agreement (this “**Agreement**”), effective as of the Effective Date set forth above, is made and entered into by and between the licensee identified in this Order Form (“**Licensee**”), and Veertu Inc., a Delaware corporation with offices at Los Altos, CA (“**Veertu**”). This Agreement consists of this Order Form and the following documents attached hereto:

Exhibit A: Standard Terms and Conditions

Exhibit B: Support

The parties hereto have through their duly authorized representatives executed this License and Services Agreement:

Veertu, Inc.	<>
By :	By :
Print Name :	Print Name :
Title :	Title :
Date:	Date:

EXHIBIT A

Veertu Inc. – Terms and Conditions

The following Terms and Conditions govern the right to use the Licensed Software and the related Services.

1. Definitions

1. “**Activation**” means an installation of the Licensed Software on a particular machine that is activated for use by Veertu’s licensing management servers.
2. “**Affiliate**” means a parent, subsidiary or other corporation or entity which controls the Licensee or which the Licensee controls or which is under common control with the Licensee. For purposes hereof, control means, in the case of a corporation, direct or indirect

ownership of more than fifty percent (50%) of the interest entitled to a vote for a majority of the board of directors or equivalent body or, in the case of a partnership, limited liability company or other entity, direct or indirect ownership of the right to receive more than fifty percent (50%) of the profits thereof.

3. "**Designated Site**" means the Licensee's location as specified in the Order Form.
4. "**Documentation**" means any specifications, product descriptions, user instructions, manuals or other materials, and on-line help files regarding the features, performance and use of the Licensed Software that are generally made available by Veertu in connection with the Licensed Software or that are specifically provided to Licensee.
5. "**Hosted Service**" means a hosted computing service operated by a third party (e.g., Amazon AWS).
6. "**License Fee**" means the License Fee specified in the Order Form.
7. "**Licensed Activations**" means the number of Activations specified in the Order Form as the Licensed Activations.
8. "**Licensed Software**" means the object code version of the Veertu software solution designated in the Order Form as well as any Patches and Updates which are provided or should be provided to Licensee by Veertu hereunder. References to "Licensed Software" shall include any Optional Modules designated on the Order Form for which all applicable fees have been paid.
9. "**Maintenance**" means provision of Patches and Updates and Upgrades if available and applicable.
10. "**Optional Module**" means an add-on software module made available by Veertu for use with the Licensed Software.
11. "**Outsourced Service Provider**" means a third party service provider engaged by Licensee to perform software development services on behalf of Licensee. An "Outsourced Service Provider" does not include individuals who are classified by Licensee as independent contractors and only use the Licensed Software on machines provided by Licensee at Licensee's premises.
12. "**Patch**" means a bug fix that Veertu makes generally available to licensees of the Licensed Software who are entitled to Maintenance.
13. "**Support**" means the following assistance with respect to the Licensed Software: (i) clarification of functions and features of the Licensed Software; (ii) clarification of Documentation pertaining to the Licensed Software; (iii) guidance in the operation of the Licensed Software; and (iv) error verification, analysis and correction carried out remotely, either by remote access, telephone or email.
14. "**Updates**" means any functionality modification or enhancement that Veertu may develop and make generally available to its licensees of the Licensed Software who are entitled to Maintenance. The content and timing of all Updates shall be determined by Veertu in its sole discretion.
15. "**Upgrade**" shall mean the release of a version of the Licensed Software containing major changes to the structure of the Licensed Software where important new features may be added as applicable and available, in the absolute discretion of Veertu.
16. "**Version**" means a given release of a Licensed Software, as denoted by the version number for such Licensed Software.

2. Grant of License

1. **Grant.** Subject to the terms and conditions of this Agreement, Veertu hereby grants to Licensee and its Affiliates a limited, nonexclusive and nontransferable (except as provided in this Agreement) license, during the Term of this Agreement and for such period of time set forth in the Order Form, to: (a) install and use the Licensed Software, up to the number of Licensed Activations, at the Designated Site in accordance with the Documentation, on systems owned or leased by Licensee or on Licensee's account on a Hosted Service, solely for internal business purposes of Licensee, and (b) use the Documentation internally in furtherance of exercising the foregoing license. Licensee may allow its Outsourced Service Providers to use the Licensed Software only as specified in Section 2.5. Licensee acknowledges that Veertu will retain exclusive title to the Licensed Software and Documentation. Veertu hereby reserves all rights and title to the Licensed Software, Documentation, and any copyrights, patents or trademarks embodied or used in connection therewith, except for the rights otherwise expressly granted herein. For the avoidance of doubt, the foregoing license does not encompass any use of the Licensed Software by or for the benefit of the Licensee's customers or any other third party.

2. **Delivery.** Veertu shall electronically deliver or make available to Licensee, no later than seven (7) days after the Effective Date, one (1) object code copy of the Licensed Software, and the applicable number of license keys. Licensee acknowledges that no copy of the source code of the Licensed Software will be provided to Licensee and the Licensee has no entitlement to the same.
3. **Copies.** Licensee shall not copy the Licensed Software, except as expressly permitted by this Agreement. Licensee may make a reasonable number of copies of the Licensed Software for backup or archival purposes. All copies of the Licensed Software will be subject to all terms and conditions of this Agreement. Licensee shall maintain accurate and up-to-date records of the number and location of all copies of the Licensed Software and, at Veertu's request, inform Veertu in writing of such location. Whenever Licensee is permitted to copy or reproduce all or any part of the Licensed Software, Licensee shall reproduce and not efface any and all titles, trademark symbols, copyright symbols and legends, and other proprietary markings on the Licensed Software.
4. **Audit.** During the term hereof and for a period of three years thereafter, Veertu may, directly or through an independent auditor, receive and review relevant documents and/or records or data as required to confirm Licensee's compliance with this Agreement. In the event that such inspection and audit reveals noncompliance with this Agreement or the applicable Order Form, then Veertu may charge Licensee for any unauthorized use at Veertu's then-current list price for such Licensed Software.
5. **Feedback.** If Licensee provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Software, the Support or Documentation ("**Feedback**"), Veertu may use and incorporate Feedback in Veertu's products and services without any rights retained by the Licensee or compensation. Licensee will have no obligation to provide Feedback, and all Feedback is provided by Licensee "as is" and without warranty of any kind.
1. **Outsourced Service Providers.** The number of Activations of the Licensed Products by Licensee and its Outsourced Service Provider in the aggregate may not exceed the Licensed Activations. Licensee will direct Outsourced Service Providers to only use the Licensed Software with respect to development efforts for Licensee's proprietary software applications. In the event of expiration or termination of this Agreement, Licensee shall promptly instruct (and agrees that Veertu may also directly instruct) all Outsourced Service Providers to cease any and all use and destroy all copies of the Licensed Software. All acts and omissions of any Outsourced Service Providers relating to the Licensed Software Products shall constitute acts and omissions of Licensee for all purposes of this Agreement.
2. **License Management.** The Licensed Software must be activated after installation on a particular machine in order to be used in accordance with Documentation. You undertake not to attempt to bypass or tamper with this activation requirement. License can be moved for use on one machine to a different machine upon ticket or email communication with Veertu's support. This requires that License be deleted from the machine being moved from. Activation requires an Internet connection to license management servers operated by Licensing software service provider. Such servers may be periodically unavailable due to causes beyond the reasonable control of Veertu, and Licensee agrees Veertu shall not be liable for any inability to activate the Licensed Software due to such causes.

2. Restrictions and Clarifications.

1. **License Restrictions.** Licensee shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) attempt to exceed the Licensed Activations; (b) distribute, sell, lease, license or sublicense the Licensed Software, license keys or the Documentation; (c) decompile, disassemble, reverse engineer or otherwise attempt to discover the source code of the Licensed Software, in whole or in part, except when required by open source reverse engineering requirements for static or dynamically linked binaries; (d) modify, adapt, translate, make alterations to or develop any derivative works based upon the Licensed Software, the Documentation or any Confidential Information; (e) use the Licensed Software to act as a consultant, service providers, on a 'service bureau' basis or resource sharing basis; (f) except as allowed hereunder, provide, disclose, divulge or make available to, or permit use of the Licensed Software by any third party other than Licensee's employees, contractors and (subject to Section 2.5) Outsourced Service Providers without Veertu's prior written consent; or (g) cause the Licensed Software to become subject to the terms of any open source license agreement.
2. **Required Technology.** Licensee understands and acknowledges that certain third party software and hardware ("**Required Third Party Technology**") may be required for the exercise

of the licenses granted to Licensee hereunder. Licensee agrees that Veertu is not responsible for supplying, maintaining, supporting or configuring such Required Third Party Technology, and that it is Licensee's sole responsibility to ensure that all Required Third Party Technology is properly installed, configured and maintained.

3. **Open Source.** The Licensed Software includes certain open source software components, as further set forth in the Documentation; provided that the Licensed Software will not contaminate the intellectual property rights of Licensee. To the extent required by an open source license agreement that applies to a file or component included in the Licensed Software: (a) the terms of such open source license will apply to such open source software, instead of the terms of the license grant in this Agreement; and (b) any restrictions prohibited by such open source license that are contained in this Agreement will not apply to such open source Software.

3. Fees

1. **Payment of Fees.** In consideration of Veertu's entry into this Agreement and provision of the Licensed Software, Maintenance and Support, Licensee shall pay Veertu the License Fee and, if Premium Support is designated on the Order Form, the Premium Support Fee. The License Fee and any applicable Premium Support Fee is due in full net 30 days following receipt of invoice, which will be sent on the Effective Date and (if this Agreement is renewed) on each annual anniversary thereof.
2. **Taxes.** All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government. Licensee shall pay or reimburse Veertu for all federal, state, dominion, provincial, or local sales, use, excise or other similar taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement that are properly and timely invoiced to Licensee (other than income taxes on the net income of Veertu, property taxes, franchise taxes or employment taxes attributable to Veertu).

4. Support & Maintenance

1. **Provision.** For so long as Licensee is current in the payment of the License Fee, Veertu shall provide Support as specified in the Order Form, Exhibit B and this Section 5. Premium Support (as detailed in Exhibit B) shall only be provided if specified on the Order Form and Licensee has paid the applicable Premium Support Fee. Veertu has no obligation to provide Support to any person or entity other than Licensee.
2. **Term and Termination.** Veertu's Support obligations with respect to Basic Support (as detailed in Exhibit B) are co-terminous with the Agreement. If Premium Support is indicated on the Order Form, Licensee must specifically elect to renew Premium Support (provided that it is still offered by Veertu) and pay the then-current Premium Support Fee in order for Premium Support to continue during any renewal term.
3. **Eligibility of Licensed Software.** Support will not include services requested solely as a result of, or with respect to, the following, and any services requested as a result thereof will be billed to Licensee at Veertu's then-current rates:
 1. accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of media not furnished by Veertu; operation of the Licensed Software with other software or systems not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
 2. improper installation by Licensee or use of the Licensed Software that deviates from any operating procedures established by Veertu in the applicable Documentation;
 3. modification, alteration or addition or attempted modification, alteration or addition of the Licensed Software undertaken by persons other than Veertu or Veertu's authorized representatives; or
 4. software or technology of any party other than Veertu.
4. **Responsibilities of Licensee.** Veertu's obligations to provide Support are subject to the following:
 1. Licensee shall provide Veertu with access to Licensee's personnel during normal business hours.
 2. Licensee shall provide supervision, control and management of the use of the Licensed Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Licensed Software or IT environment.
 3. Licensee shall document and promptly report all known errors or malfunctions of the Licensed Software to Veertu. Licensee shall take all steps necessary to carry out

procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Veertu.

4. Licensee shall maintain a current backup copy of all programs and data.

5. Licensee shall properly train its personnel in the use of the Licensed Software.

5. **Maintenance.** Subject to all terms and conditions of this Agreement and timely payment of the Licensee Fee, Veertu shall provide Maintenance during the Term. For the avoidance of doubt, Customer on-site services are not included hereunder, and may be provided by Veertu, at its option, at Veertu's then current rates and subject to all applicable terms and conditions. All Maintenance will be provided during Veertu's normal business hours on business days (subject to Veertu company holidays)

5. Warranties; Disclaimers; Limitation of Liability

1. Veertu hereby represents and warrants: (i) that the Licensed Software will materially comply with the Documentation, and with applicable laws, (ii) that all Support and Maintenance will be provided in a professional manner in compliance with customary industry standards, and the Support document attached hereto as Exhibit B, and (iii) that the Licensed Software as used in accordance herewith and in compliance with the Documentation, will not contaminate the intellectual property of Licensee or infringe or otherwise violate and rights of any third party. Veertu does not warrant: (a) that the Licensed Software will meet Licensee's requirements; or (b) that the operation of the Licensed Software will be uninterrupted or error free.

2. **Disclaimer.** EXCEPT AS STATED HEREIN, VEERTU MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE LICENSED SOFTWARE OR THE DOCUMENTATION, ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT, OR LICENSEE DATA. WITHOUT LIMITING THE FOREGOING, VEERTU HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, WITH RESPECT TO THE LICENSED SOFTWARE, DOCUMENTATION AND OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OR EXPLOITATION OF ANY OF THE FOREGOING.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES THAT THE LICENSED SOFTWARE is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or air traffic control, weapons systems, life-support machines, or any other application in which the failure of the LICENSED SOFTWARE could lead directly to death, personal injury, or severe physical or property damage or environmental damage (collectively, "High Risk Activities"). VEERTU expressly disclaims any express or implied guarantee of fitness for such High Risk Activities AND THE LICENSEE SHALL NOT USE THE LICENSED SOFTWARE SHALL FOR ANY HIGH RISK ACTIVITIES.

1. **Limitation of Liability.** EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER AND BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE LICENSED SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE, INCLUDING NEGLIGENCE, EVEN IF VEERTU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR LICENSE RESTRICTIONS HEREIN, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO VEERTU UNDER THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE FIRST CLAIM. The provisions of this Section 6 allocate risks under this Agreement between Licensee and Veertu, and Licensee acknowledges that Veertu's pricing of the Licensed Software reflects this allocation of risks and limitation of liability.

2. Indemnification

1. **Indemnity.** Veertu shall, at its expense, indemnify, defend or settle, and hold Licensee harmless against all damages, losses, liabilities, costs and expenses of any kind arising from any claim or action brought against Licensee by a third party alleging that the Licensed Software, Maintenance or Support, including the use thereof in accordance with the term of this Agreement, infringes any copyright, trade secret or other intellectual property right of such third party. Licensee will give prompt written notice to Veertu of any such claim or action

(provided that failure or delay in providing such notice will not relieve Veertu of any obligation except to the extent such failure or delay adversely prejudices the defense of the claim) and give Veertu the authority to proceed as contemplated herein. Veertu will have sole control of and the exclusive right to defend, at its own expense, any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of Veertu; provided that any settlement that does not contain a full release in favor of Licensee or that would require an admission of wrongdoing by Licensee or impose an obligation or duty on Licensee will require Licensee's prior express written consent. In addition, Licensee may elect to participate in the defense with separate counsel at its own cost. Licensee shall give such assistance and information as Veertu may reasonably require to settle or oppose such claims.

2. **Options.** In the event any such infringement, claim, action or allegation is brought or threatened, in addition to and without limiting the obligations and duties of Veertu in Section 7.1, Veertu may, at its sole option and expense:
 1. procure for Licensee the right to continue use of the Licensed Software or infringing part thereof; or
 2. modify or amend the Licensed Software or infringing part thereof, or replace the Licensed Software or infringing part thereof with other software having substantially equivalent capabilities; or
 3. terminate this Agreement and repay to Licensee a portion, if any, of the License Fee equal to the amount paid by Licensee less a pro rata portion thereof for each month or portion thereof that this Agreement has been in effect for any given year. Veertu and Licensee will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.
3. **Exclusions.** The obligations of Veertu under Section 7.1 will not apply to the extent the alleged infringement arises as a result of: (a) modifications to the Licensed Software made by any party other than Veertu or Veertu's authorized representative, if the infringement would not have occurred but for such modification; (b) combination or use of the Licensed Software with any other product, service, process or technology if the infringement would not have occurred but for such combination; (c) use of the Licensed Software in violation of this Agreement; or (d) compliance with any specifications or requirements provided by Licensee.
4. **Limitation.** This Section 7 states the sole and exclusive liability of Veertu with respect to infringement of any intellectual property rights.

3. Confidential Information

1. **Definition.** "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation or that a reasonable person should understand to be confidential or proprietary. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Confidential Information of Veertu will include without limitation the Documentation and Licensed Software.
2. **Non-Use and Non-Disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party with a need to know. Neither party shall reverse engineer, disassemble or decompile

any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

3. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information of a similar nature and shall ensure that its employees and contractors who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
4. **Required Disclosure.** Neither party shall be in breach of this Section 8 for any disclosure of the other party's Confidential Information that such party is required by law or legal process to make, provided that the party subject to such requirement gives the other party prompt written notice of such requirement (to the extent legally permissible) prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure at disclosing party's expense.
5. **Return of Materials.** Following written request, but in no event later than 10 days following termination of this Agreement, each party shall deliver to the other party all of such other party's Confidential Information that such party may have in its possession or control.

4. Term and Termination

1. **Term.** This Agreement will take effect on the Effective Date and will remain in force for a period of one year, as may be extended by mutual written consent of the Parties, and unless earlier terminated as set forth herein.
2. **Termination by Licensee.** This Agreement may be terminated by Licensee upon thirty (30) days' prior written notice to Veertu, with or without cause, provided that such termination will not entitle Licensee to a refund or credit of any portion of the License Fee or Premium Support Fee or any other fees paid hereunder.
3. **Termination Events.** Each party (as applicable) may, by written notice to the other party, terminate this Agreement if any of the following events ("**Termination Events**") occur:
 1. In the case of Veertu, Licensee fails to pay any amount due to Veertu within fourteen (14) days after Veertu gives Licensee written notice of such nonpayment; or
 2. The other party is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching party gives written notice of such breach; or
 3. The other party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
4. **Effect of Termination Event; Survival.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Sections 1, 2.4, 2.5, 3, 4 (with respect to accrued but unpaid amounts), 6, 8, 9.4, 9.5 and 10 shall survive any expiration or termination of this Agreement. In the event that Licensee terminates due to a Termination Event, Licensee shall be entitled to receive a pro rata refund for the period the Licensed Software was not used.
5. **Return of Veertu Property.** No later than fourteen (14) days after the date of termination, expiration or discontinuance of this Agreement for any reason whatsoever Licensee shall delete all electronic copies of the Licensed Software and Documentation (including all backup or archival copies) and return to Veertu all physical copies of the Licensed Software, all Documentation relating thereto, and any other Confidential Information in its possession, and, following written request by Veertu, Licensee shall furnish Veertu with a written confirmation signed by an authorized signatory of the Licensee that the same has been done.

5. Miscellaneous

1. **Nonassignment/Binding Agreement.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred or delegated by either party, in whole or in part, whether voluntarily or by operation of law, except that the other party may assign this Agreement by way of or in connection with a sale of all or significant part of its assets, merger or consolidation, without the prior written consent of the other party, provided that the assignee shall undertake in writing to abide by the terms of this Agreement. Subject to the

foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

2. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the Order Form. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.
3. **No Warranties.** No employee, agent, representative or affiliate of Veertu has authority to bind Veertu to any oral representations or warranty concerning the Licensed Software. No representation or warranty not contained in this Agreement will be enforceable.
4. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
5. **Force Majeure.** Other than obligations to pay money, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
6. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
7. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
8. **Integration.** This Agreement (including the Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties.
9. **Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Licensed Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Veertu to object to such terms, provisions or conditions, unless both parties agree to such terms in writing (email shall not suffice for such agreement).
10. **Export.** Licensee may not export or re-export, ship, or otherwise transfer any portion of the Licensed Software or the Documentation without the prior written consent of Veertu and without the appropriate United States and foreign government licenses. Licensor certifies that it and its personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons.
1. **Government Restricted Rights.** If any Licensed Software or Documentation is acquired by or on behalf of a unit or agency of the United States government, the government agrees that such Licensed Software or Documentation is "commercial computer software" or "commercial computer software documentation" and that the government's rights with

respect to such Licensed Software or Documentation are limited by the terms of this License Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

2. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
3. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of California and the Federal Laws of the United States of America, without regard to conflict of law principles, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in California for resolution of any disputes arising out of this Agreement. The parties irrevocably waive any right to a trial by jury.
4. **Publicity.** Veertu shall have the right to identify Licensee as a customer of Veertu on its website and marketing material

EXHIBIT B

Support

1. Support Availability

Veertu shall make Support available through via e-mail sent to support@veertu.com and through Veertu's designated Slack channel

1. Issue Classification

Issues shall be classified in accordance with the below priority levels based on Veertu's determination based on the following criteria:

Priority	Description
High	Material adverse impact to Licensed Software operation.
Medium	A non-business critical issue, where the majority of the functions of the Licensed Software are still usable and/or a limited issue that can be reasonably circumvented.
Low	Minor issue or question that does not materially affect the function of the Licensed Software or that can be readily circumvented.

1. Response Time

Veertu shall respond to Support requests in accordance with the Support tier indicated on the Order Form as follows:

Priority	Standard (included as part of License Fee)	Premium (subject to Premium Support Fee)
High	24 business hours	12 business hours
Medium	48 business hours	24 business hours
Low	48 business hours	24 business hours

References to "business hours" means Monday through Friday, 8:00 AM to 5:00 PM Pacific time (other than Veertu company holidays). The above response times are the timeframes within which Veertu personnel will respond to the request, and do not cover a timeframe for resolving the request. Licensee shall first attempt to confirm the source of the problem as an error within the Licensed Software that is not attributable to the Licensed Software.