

END USER LICENSE AGREEMENT

These terms and conditions ("Agreement") are applicable to any third party, who installs, downloads, and/or uses Enghouse Software.

IF YOU HAVE A WRITTEN, SIGNED LICENSE AGREEMENT GOVERNING THE USE OF THE ACCOMPANYING SOFTWARE (AS DEFINED HEREIN), THE TERMS AND CONDITIONS OF THAT AGREEMENT WILL APPLY TO YOUR USE OF THE SOFTWARE. BEFORE YOU CLICK TO SELECT "I AGREE" OR "I ACCEPT" IN REFERENCE TO THIS AGREEMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THEY DEFINE YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SOFTWARE. BY SELECTING "I AGREE" OR "I ACCEPT" OR INSTALLING, DOWNLOADING OR USING THE SOFTWARE IN ANY MANNER, YOU ARE AGREEING TO BE BOUND BY AND TO BECOME A PARTY TO THIS AGREEMENT. WHERE APPLICABLE, IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT "I AGREE" OR "I ACCEPT" AND THE SOFTWARE WILL NOT BE INSTALLED ON YOUR COMPUTER. AN INDIVIDUAL WHO DOES NOT HAVE AUTHORITY TO BIND THE ENTITY USING THE SOFTWARE SHOULD NOT SELECT "I AGREE" OR "I ACCEPT" NOR SHOULD SUCH INDIVIDUAL USE THE SOFTWARE WITHOUT OBTAINING APPROVAL OF THIS AGREEMENT FROM A PERSON HAVING SUCH AUTHORITY.

1. SOFTWARE LICENSE TERMS AND CONDITIONS

1.1 Rights Granted to Customer: Enghouse grants to Customer a non-exclusive, non-transferable, license on a "Perpetual or Term License or for right to access" as defined in the relevant Order Form ("OF"), to install, use and execute the Software in object code form on a per-license basis at the location specified on the OF as may be changed by Customer from time to time upon prior written notice to Enghouse, such Software License shall be limited to the site(s), number of seats, Concurrent Users, agents, clients, servers, ports, devices, managed applications, and/or copies as applicable to the Software obtained, not to exceed the number of licenses set forth on OF. Customer's right to use the software shall be contingent upon purchase of Maintenance and Support Services by Customer. The Software License shall become effective upon Delivery of the Software and shall remain in force unless terminated. This right does not include permission to grant sub-licenses or otherwise transfer such rights. Customer may not reverse engineer, disassemble or otherwise translate the Software License provided pursuant to this Agreement. Enghouse, or any third party that owns the Software License, retains exclusive title to and all rights to the Software. The Customer acknowledges that the Software and documentation are the property of Enghouse and that the only right that the Customer obtains to the Software is the right of use in accordance with the terms of this Agreement. To assist Enghouse in the performance of its duties under this Agreement, to verify any license reporting requirements of Customer, and in the further protection of its proprietary rights, Enghouse reserves the right to electronically confirm that Software licenses are being used in conformance to these terms and in amounts purchased from Enghouse.

1.2 Software Title: No title to or ownership of the Software or any of its parts, the information it contains or in any applicable rights therein, such as patents, copyrights and trade secrets, is transferred to Customer. Any reference to "sale", "purchase" or "subscription" of the Software shall be deemed to mean, "License on the terms contained in this Agreement." Enghouse considers the information contained in the Enghouse Software owned or created by Enghouse to be trade secrets of Enghouse and any third-party software licenses which Enghouse may resell to Customer to be trade secrets of such third-party licensor. Customer agrees to treat Software as Confidential Information and shall use the same degree

of care used by Customer to protect its own Confidential Information. Except as set forth herein, or as may be permitted in writing by Enghouse, Customer will not provide, transmit or otherwise make available, the Software or any part or copy thereof to any third party, reverse engineer, reverse compile or reverse assemble the Software in whole or in part, or attempt to derive the source code, modify, adapt, translate, or create derivative works of the Software or any updates or any part thereof. Notwithstanding the previous sentence, Customer may configure Software to meet Customer's needs and Customer preferences.

1.3 Restrictions: Customer may not publish, display, disclose, sell, rent, lease, loan, or distribute the Software, or any part thereof. Customer may not assign, sublicense, convey or otherwise transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder with respect to the Software. Customer may not market, co-brand, and private label or otherwise permit third parties to link to the Software, or any part thereof. Customer may not use the Software, or any part thereof, in the operation of a service bureau or for the benefit of any other person or entity. Customer may not cause, assist or permit any third party to do any of the foregoing.

1.4 Third Party Software: Some third party software (including some imbedded software) are exclusively licensed pursuant to express end Customer license terms made available at

<http://www.enghouse.com/legal/agreements.html> ("Third Party EULA"). All third party software are restricted for use solely in conjunction with the particular Software intended by Licensor to be used therewith or with which Enghouse provides the third party software, and may not be used with any other products, or on a stand-alone basis.

FFmpeg SOFTWARE. This Software uses third party software libraries from the FFMpeg project (www.ffmpeg.org) licensed under the LGPLv2.1, and source code for these libraries can be downloaded from:

<https://www.dialogic.com/en/products/media-server-software/xms/xms-swcomponents.aspx> .

2. WARRANTIES

2.1 Limited Warranty: Enghouse warrants, for a period of thirty (30) days from date of delivery, that the Software will substantially conform to the published specifications prevailing at the time of purchase or delivery. Enghouse's sole obligation and liability hereunder will be to use reasonable efforts to remedy any such nonconformance which is reported to Enghouse in writing within the warranty period. The exclusive remedy for any breach of the foregoing warranties is for Enghouse to repair, modify, replace or re-perform (as applicable). Notwithstanding the foregoing, if longer warranty periods are mandated under applicable law those periods shall apply for that location only.

2.2 Disclaimer of Warranty: Except as otherwise specifically provided in this section, software is provided by Enghouse and accepted by the customer "as is" and Enghouse gives to the customer no other representation or warranty of any kind, express or implied, with respect to software or the performance or results of use thereof. Without limiting the foregoing, Enghouse does not warrant that the software or the operation thereof is or will be error free or uninterrupted or meets or will meet the Customer's requirements, and Enghouse gives no implied warranty of any kind, including, without limitation, with regard to merchantability, non-infringement or fitness for any particular purpose and whether arising by usage of trade, course of dealing or course of performance.

Enghouse does not make any warranties or representations to the adequacy or sufficiency in complying with the telephone consumer protection act

("TCPA"), any decisions, directions or guidance given by OFCOM or any communications regulatory authority in any other applicable jurisdiction.

3. LIMITATION OF LIABILITY

In no event shall Enghouse be liable for any damages resulting from loss of use, data, profit or business or for any punitive, exemplary, special, indirect, incidental or consequential damages, whether arising in contract, tort or other legal theory. Enghouse shall be limited to the lesser of the purchase price paid by the customer for the products or services under the specific order relating to the claim in the prior six (6) month period. Enghouse shall have no liability for any custom application programs. No action arising out of or in connection with this agreement or any transaction hereunder may be brought by either party more than three (3) months after the cause of action has arisen, except for an action for non-payment.

4. CONFIDENTIAL INFORMATION

Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party, which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, this Agreement, pricing and proposals, computer software, trade secrets, know-how, inventions, techniques, processes, programs, schematics, data, customer lists, financial information and sales and marketing plans. Each party shall at all times maintain in the strictest confidence and trust all such Confidential Information, which shall not be less than those measures employed by each party in protecting its own Confidential Information of equivalent value. Customer and its employees agree not to disclose such information to any third party.

5. GENERAL

5.1 Injunctive Relief: Customer acknowledges that remedies at law may be inadequate to provide Enghouse with full compensation in the event of Customer's material breach of any: (i) license grant hereunder, (ii) confidentiality and nondisclosure obligations herein, or (iii) intellectual property rights of Enghouse, and that Enghouse shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in the event of any such material breach.

5.2 Verification: At the request of Enghouse, Customer shall furnish Enghouse with a signed statement that the Software is being used pursuant to the terms and conditions of this Agreement. If Enghouse has reason to believe that the Software is not being used in accordance with the terms and conditions of this Agreement, Customer shall permit Enghouse to review your relevant records and inspect your facilities to verify compliance with this Agreement. In the event such inspection results in fees due to Enghouse, Customer shall immediately pay those fees to Enghouse, and any reasonable inspection costs.

5.3 Exports: This Agreement is expressly made subject to applicable laws, regulations, orders or other restrictions on the export of the Software or information about such Software which may be imposed from time to time. Customer shall not export the Software, documentation or information about the Software and documentation without complying with such laws, regulations orders or other restrictions. Customer agrees to indemnify Enghouse and its licensors against all claims, losses, damages, liabilities, costs and expenses, including reasonable legal fees, to the extent such claims arise out of any breach of this section.

5.4 Termination: Upon termination, Customer agrees to destroy or return all copies of the Software and documentation and to certify in writing

that all known copies, including archived copies, have been destroyed. All provisions relating to confidentiality, proprietary rights and limitation of liability shall survive the termination of this Agreement.

5.5 Installation Services: Customer may purchase installation services from Enghouse for any Products and/or Services ordered. As conditions to such installation, Customer will permit Enghouse reasonable access to the installation site, will prepare the installation site in accordance with Enghouse's site preparation specifications and will store the delivered Products at the site until the installation date.

5.6 Customer Responsibility: Customer may assign a knowledgeable representative to act as project manager to provide information, answer questions and make decisions on behalf of Customer. Customer is responsible for the acquisition of all peripheral equipment such as NTIs, PCs and printers and is also responsible for the initial and recurring costs of network services. Customer is responsible for installation of any local area network, host computer and telephone system connectivity required to support the Installation. Prior to Installation, Customer is responsible for providing: (i) a completed and accurate site preparation checklist; and (ii) a stable operating environment (network, host computer, servers, telephone system, etc.). In no event shall Enghouse be liable for any failure or delay caused by events beyond its control, including, without limitation, the failure of Customer to furnish the necessary information to Enghouse to fulfill this Agreement and/or a completed site preparation checklist or failures or substitutions of Customer's Existing System.

5.7 Training: If Customer purchases any training classes and/or consulting services, Customer has up to six (6) months from the date of the OF to schedule and complete the Services. In the event Customer fails to do so due to no fault of Enghouse, all fees paid toward such classes shall not be refunded. Customer shall be responsible for all expenses incurred by its employees in connection with this training, including course fees and potential travel expenses.

5.8 Maintenance and Support: Customer is obligated to purchase Maintenance and Support Services in order to use the license(s). If applicable, Software releases will be delivered on a load and leave or electronically transferred basis.

5.9 Force Majeure: Enghouse shall not be liable for any failure or delay caused by events beyond its control, including, without limitation, sabotage, failures or delays in transportation or communications, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, or terrorist act. If Enghouse should fail to make any delivery provided for herein as a result of any such event or circumstance beyond its own direct control, Enghouse shall have the right to make delivery within a reasonable time after the cause of such delay has been removed, and Customer shall be obligated to accept deferred Delivery.

5.10 Entire Agreement: This Agreement is the entire agreement of the parties regarding the subject matter hereof, and supersedes and terminates any prior agreements, understandings or representations, written or oral, except with respect to any trade indebtedness owing between the parties. This order, the definition of terms used, performance hereunder, and the interpretation of this order shall be governed by and construed in accordance with the laws, other than the conflicts of laws rules, of the State of Delaware.