

# End User License Agreement

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PLEASE READ THIS END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS WHICH APPLY TO THE LICENSE OF RIBBON (as defined below) SOFTWARE PRODUCTS. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (“CUSTOMER”) AND RIBBON. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, AND ANY UPDATES OR UPGRADES THERETO, YOU AGREE TO BE BOUND AND ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED UNDER THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT. YOU MUST ACCEPT AND ABIDE BY THE AGREEMENT TERMS AND CONDITIONS TO USE THE SOFTWARE PRODUCT AS LICENSED. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS WILL NOT BE ACCEPTED BY RIBBON AND WILL NOT BE PART OF THIS AGREEMENT.

## 1. License Grant

Subject to Customer’s payment of all applicable fees, the applicable Affiliate selling entity of Ribbon Communications Inc. (“Ribbon”) grants to Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable, Object Code license to install and use the ordered Software Product solely for its internal business purposes in accordance the Software Product license terms and restrictions defined herein. Ribbon Software Products are licensed on either a perpetual basis or a limited term subscription basis as set forth in the applicable quote.

## 2. License Terms & Restrictions

The licensed Software may only be used with the specific Hardware Product device, with which it is was first purchased or other authorized device for which a license entitlement was granted by Ribbon under the applicable Software Product description. Customer may not permit use of the licensed Software Products by another party (including but not limited to network, remote computing services or timesharing use) without the prior written consent of Ribbon; provided, however as applicable, Customer may use the Software Products to provide voice, fax, data, video and other communications management services to those clients of Customer that obtain such services from Customer under the provisions of a separate agreement as part of Customer’s business and subject to the limitations provided hereunder. Ribbon (and its licensors) retain all rights, title and interest, including all intellectual property rights, in the Software Products. Customer may reproduce one copy of the Software Product solely for back-up purposes. Customer may not copy, translate, modify or adapt the Software Products or incorporate them, in whole or part, in any other product, create derivative works based on the Products, or license others to reproduce any copies of the software Products, and may not decompile, disassemble or reverse engineer the Products, or any components of the Product. For each licensed Software Product, Customer and all authorized users are bound by the terms and conditions of the Software Product description as licensed by Ribbon. The Software Products are licensed, not sold. Ribbon (and its licensors) retain all rights, title, and interest, including all intellectual property rights, in the Software Products and all copies thereof including the associated documentation, including in any modifications and adaptations. The Software Products are protected by copyright and other intellectual property laws and treaties. Customer shall ensure that all proprietary notices affixed to or displayed on the Products will not be removed or modified. Ribbon Software Products licensed on a limited term subscription basis shall expire at the end of the applicable license term period, unless renewed by the

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Customer acknowledges that the Software Products are subject to the import and export restrictions of various countries. Customer agrees to fully comply with all applicable import and export laws and regulations. Customer is solely responsible for securing import license(s), local customs clearance if applicable, and paying all duties, taxes, and other charges for importation. Customer agrees to indemnify and hold Ribbon harmless from and against claims, losses, costs, or liability, due to Customer's non-compliance with import and export laws and regulations. Customer acknowledges the use of the Software Product may collect data and personal information directly or through automated means. Customer is solely responsible for complying with any obligations applying to it under applicable data privacy laws and regulations. Customer agrees to indemnify and hold Ribbon harmless from and against claims, losses, costs, or liability, due to Customer's non-compliance with data privacy laws and regulations.

### 3. Third-party Software

The Ribbon Software Products may be provided along with certain standalone third-party hardware and software products. The third-party software products provided by Ribbon are licensed under the applicable third-party software license and subject exclusively to such license terms and conditions.

Certain Ribbon Software Products may contain third-party software and interface components ("Third-party Components") licensed by third parties exclusively for use as an integral part of the Ribbon Software Products. Customer is granted a non-exclusive, non-transferable license to install and use the Third-party Components solely and exclusively with the Ribbon Software Product. Customer is not entitled to access directly such third parties or obtain support of any nature, directly or indirectly, from such third parties. Upon the termination or expiration of a Ribbon Software Product license which includes Third-party Components, to applicable Third-party Components license thereunder shall automatically expire. Upon request, Customer agrees to promptly return to Ribbon the Software Product including the Third-party Components and any related materials and documentation.

Certain Ribbon Software Products may contain certain components of Open Source Software licensed under third party Open Source licenses ("Open Source Components"). Ribbon shall provide a list of Open Source Components for a particular version of the software upon Customer's request. The Open Source Components are exclusively licensed under the applicable Open Source Software license and subject to such terms and conditions. If Customer uses the Open Source Software in conjunction with the Software Product, it must ensure that its use does not: (i) create, or purport to create, obligations on Ribbon with respect to the Software Product and/or third-party components; or (ii) grant, or purport to grant, to any third-party any rights to or immunities under Ribbon's intellectual property or proprietary rights in the Software Product. Customer may not combine the Software Product with software licensed under Open Source software in any manner that could cause, or could be interpreted or asserted to cause, the Software Product or any modifications to the Ribbon's Software Product to become subject to the terms of a certain Open Source Software license.

## 4. U.S. Government End Users Restricted Rights

This provision only applies to U.S. Government end users. The Software is a "commercial item" as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software is distributed and licensed to U.S. Government end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein. Unpublished rights are as reserved under the copyright laws of the United States.

## 5. Limited Warranty

Ribbon warrants that Ribbon Branded (a) Hardware Products will be free from material defects in the product materials and workmanship and will substantially conform to Ribbon's published user documentation on the date of purchase, and (b) Software Products will substantially conform to Ribbon's published user documentation on the date of purchase. Except as otherwise may be agreed by Ribbon in writing, the warranty period for Ribbon Branded Hardware Products is twelve (12) months from the product shipment date save for the specific exception for the Ribbon EdgeMarc Products under which the Hardware warranty period is sixty (60) months from the product shipment date. The warranty period for the Software Products is ninety (90) days from the applicable shipment date or access date for Customer download. The foregoing Ribbon limited product warranties are subject to Customer providing written notice to Ribbon of an alleged defect during the applicable warranty period. Ribbon's support team will notify Customer whether Ribbon elects to replace the allegedly defective product or to use commercially reasonable efforts to repair, correct or work around the problem by means of telephone support including patches, corrective software releases or other means reasonably determined by Ribbon.

Ribbon will have no obligation hereunder if its tests disclose that the alleged defect is due to causes not within Ribbon's control, including alteration or abuse of the Hardware and/or Software Product. This limited warranty is void if failure of the Hardware and/or Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Hardware and/or Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Ribbon will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Ribbon's warranty remedy procedures. Neither these remedies nor any product support services offered by Ribbon are available without proof of purchase upon request. Software Products are not warranted to be error free. Ribbon's sole liability, and Customer's sole and exclusive remedy, for Product defects, is limited to the express remedies set forth herein. Ribbon's sole liability and Customer's sole and exclusive remedy, for any and all warranty claims, is limited to the express remedies set forth herein. RIBBON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. Third-party products and services purchased from Ribbon shall be solely and exclusively covered by the applicable third-party warranty.

## 6. Limitation of Liability

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TO THE CLAIM UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY EXCLUSIVE REMEDIES. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

## 7. Audit

Ribbon reserves the right to audit Customer's use of the Software Products no more than once annually. Ribbon shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If such audit reveals that Customer has underpaid fees to Ribbon, Customer shall promptly pay to Ribbon within thirty (30) days of the invoice date for such fees at the prices previously agreed for such Software Products. Notwithstanding the foregoing, certain Ribbon Software Products as licensed requires the Customer's agreement to monthly or other periodic audits or usage reporting in accordance with the applicable Software Product description.

## 8. General

Aggregate Data Collection. Customer acknowledges and agrees that Ribbon may as permitted by law (a) collect, process, and use aggregated data, stored by or related to the Software Product, including, without limitation, data generated by the Software or data generated by any device incorporating the Software, and create anonymized and/or aggregated data records that do not allow Ribbon to identify any natural person ("Aggregate Data"), (b) use such Aggregate Data to improve the Software, develop new software or services, understand industry trends, create and publish white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to Ribbon's business.

Confidentiality. Customer hereby acknowledges that the Software Products contains valuable Confidential Information of Ribbon and its licensors. Customer agrees to hold all such Confidential Information in confidence, and agrees not to disclose such Confidential Information, except as expressly permitted in this Agreement, to anyone other than Customer's employees and contractors with a bona fide need to know, who shall be governed by a parallel confidentiality of equal or greater force. Additionally, Customer agrees to use at least that degree of care which it uses to protect its own information of a similar proprietary nature, but in no event less than reasonable protection. Excluded from such Confidential Information is information that Customer can prove by clear and convincing evidence that it had in its possession without confidential limitation prior to disclosure, which is known or becomes known to the general public without breach of this Agreement or which is received rightfully by Customer and without confidentiality limitations from a third party or which is disclosed publicly by Ribbon without substantially similar confidentiality restrictions.

Miscellaneous. This Agreement is the complete and exclusive agreement between the parties with regard to the subject matter hereof and supersedes the prior discussions, negotiations and memoranda related hereto. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Customer may not assign or transfer its rights hereunder. The failure of either party to enforce any of the terms hereof will not be construed as a waiver of future enforcement of that or any other term. Ribbon may terminate or revoke a Customer's license subject to written notice if Customers fails to comply with the license terms and restrictions under this Agreement. The relationship between Ribbon and Customer is that of licensor and licensee. Ribbon's suppliers and licensors are hereby deemed to be third-party beneficiaries of this Agreement with the right to enforce the obligations and benefits of the protections with respect to the Customer as set forth herein. For Customer located within the United States, this Agreement shall be exclusively governed by and construed in accordance with the substantive and procedural laws of the state of Delaware without regard to principles of conflict of laws, and the exclusive jurisdiction and venue shall be the courts of Delaware. For Customers located outside of the United States regarding Ribbon Cloud and Edge Products, this Agreement will be governed by the laws of Ireland and the exclusive jurisdiction and venue shall

be the courts of Ireland. For Customers located outside of the United States regarding IP and Optical Products, this Agreement will be governed by the laws of Israel and the exclusive jurisdiction and venue shall be the courts of Israel, except as otherwise may be agreed in writing by the parties.

## 9. Definitions

**“Affiliate”** of a party means an entity controlling, controlled by, or under common control with, that party.

**“Confidential Information”** means information concerning inventions, know-how, trade secrets and other proprietary Ribbon information or information of its licensors, including disclosure of the Software Product, documentation and trade secrets relating to the Software Product and any modifications thereto.

**“Customer”** means the end user customer using the Software Product.

**“Hardware Products”** mean hardware products offered for sale by Ribbon.

**“Open Source”** software means software or code libraries, documentation and other material that is distributed or available without charge for use, modification and distribution, whether “free software”, “open source software” or under a similar licensing or distribution model, including, but not limited to, the GNU General Public License (GPL), GNU Affero General Public License (AGPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Berkeley Software Distribution (BSD) license, MIT License, Apache License or any other software license described by the Open Source Initiative or any other relevant authority.

**“Software Description”** means the Software Product licensing information in the product description, related product documentation and the quotation.

**“Software Products”** mean software products offered for sale by Ribbon.

**“Object Code”** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.



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## CONTACT US

Sales: 1-866-750-5040 (tel:1-866-750-5040)

Support: 1-919-926-9563 (tel:1-919-926-9563)

Regional Contacts

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