

x-BEES END USER LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY:

This x-bees End User License Agreement ("EULA") is a legal agreement between the entity or organization that subscribes to or otherwise uses the Software ("Customer") and the Wildix entity identified in the applicable Order, contract, or AWS Marketplace listing ("Wildix"). By subscribing to, accessing, or using the Software (as defined below), including via AWS Marketplace, Customer agrees to be bound by the terms of this EULA.

If Customer does not agree to all of the terms of this EULA, Customer must not access or use the Software.

1. DEFINITIONS

1.1 "Agreement" means this EULA together with any applicable Order or subscription, and the then-current Wildix Terms and Conditions, as referenced in Section 2.3.

1.2 "Authorized Users" means Customer's employees, contractors and other individual users who are authorized by Customer to use the Software on Customer's behalf and who use the Software under Customer's account.

1.3 "Services" means the cloud-based communications and collaboration services provided by Wildix, including the x-bees platform, as described in the applicable Order and Documentation.

1.4 "Software" means the x-bees unified communications software and related components provided by Wildix in connection with the Services, including any web, desktop and mobile applications, browser plug-ins, connectors, firmware, APIs, SDKs and related documentation, together with any Updates provided by Wildix from time to time.

2. RELATIONSHIP TO OTHER TERMS

2.1 Wildix Terms and Conditions.

This EULA forms part of and is subject to the broader commercial agreement between Customer and Wildix, including Wildix's general Terms and Conditions and any applicable Order or other contract (collectively, the "Commercial Terms"). If there is any conflict between this EULA and the Commercial Terms, then:

- (a) this EULA governs with respect to the license to and permitted use of the Software; and
- (b) the Commercial Terms govern all other matters, including fees, billing, service levels, data protection and support.

2.2 AWS Marketplace.

If Customer purchases or subscribes to the Software through AWS Marketplace, then:

- (a) Customer's use of AWS services is governed solely by the agreement(s) between Customer and AWS (including the AWS Customer Agreement and AWS policies);
- (b) as between Wildix and AWS, Wildix is solely responsible for the Software and the Services, and AWS is not a party to this EULA and has no obligation or liability under it; and
- (c) in case of conflict between this EULA and any online terms displayed in AWS Marketplace with respect to the Software, the terms most directly governing the license and use of the Software as between Wildix and Customer shall prevail.

2.3 Incorporation by Reference.

By entering into this EULA, Customer acknowledges that it has had the opportunity to review the then-current Wildix Terms and Conditions, which are incorporated by reference into this EULA. If Customer does not agree with the Wildix Terms and Conditions, Customer must not use the Software.

3. LICENSE GRANT

3.1 License.

Subject to Customer's continuous compliance with this EULA and payment of all applicable fees under the Commercial Terms, Wildix grants to Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, revocable license to allow Authorized Users to access and use the Software solely:

- (a) for Customer's internal business purposes;
- (b) in connection with the Services and any valid subscription term; and
- (c) in accordance with the Documentation and the Commercial Terms.

3.2 Software as Part of the Service.

Customer acknowledges that the Software is provided as part of the hosted Services and is licensed only for use during the applicable subscription or service term. No sale of the Software or any copy thereof is intended or shall be implied.

3.3 Authorized Users.

Customer is responsible for all use of the Software under its accounts by its Authorized Users and any other person who accesses the Software using Customer's credentials. Customer shall ensure that all Authorized Users comply with this EULA and the Commercial Terms.

4. RESTRICTIONS

4.1 Prohibited Uses.

Except to the extent expressly permitted by applicable law that cannot be contractually waived, Customer shall not, and shall not permit any third party to:

- (a) copy, frame, mirror, modify, adapt, translate or create derivative works of the Software;
- (b) reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the source code of the Software;
- (c) bypass or attempt to bypass any technical or usage restrictions (including user, seat or capacity limits) described in the Commercial Terms or Documentation;
- (d) remove, alter or obscure any proprietary notices, copyright, trademark or other intellectual property rights notices on or in the Software;
- (e) distribute, resell, sublicense, lease, lend, rent, assign, transfer or otherwise make the Software available to any third party, except to Authorized Users as permitted by this EULA;
- (f) use the Software to develop or train a competing product or service; or
- (g) use the Software in violation of any applicable law, regulation or third-party rights, or in a manner that infringes Wildix's Acceptable Use Policy.

4.2 Export Control.

Customer shall comply with all applicable export control and sanctions laws and regulations and shall not permit access to or use of the Software in any embargoed country or by any prohibited person under such laws.

5. OWNERSHIP AND OPEN SOURCE

5.1 Ownership.

As between Customer and Wildix, Wildix and its licensors own and retain all right, title and interest in and to the Software, the Services, the Documentation and all related intellectual property rights. Customer acquires no ownership interest in the Software or any related intellectual property rights under this EULA.

5.2 Open Source Components.

The Software may include or interoperate with components governed by open source licenses or other third-party terms. To the extent required by such terms, those components are licensed to Customer under the applicable third-party license and not under this EULA. Nothing in this EULA limits Customer's rights under any applicable open source license.

6. ACCOUNTS AND SECURITY

6.1 Access Credentials.

Customer is responsible for maintaining the confidentiality and security of all usernames, passwords and other credentials used to access the Software and Services and shall promptly notify Wildix of any actual or suspected unauthorized use.

6.2 Security Measures.

Wildix may implement reasonable technical and organizational measures designed to protect the security and integrity of the Software and Services. Customer shall not interfere with or attempt to circumvent such measures.

7. DATA PROTECTION AND PRIVACY

7.1 Customer Data.

The processing of personal data within the Services (including via the Software) is governed by the Commercial Terms and any applicable data processing agreement between Customer and Wildix. Customer is responsible for ensuring that it has a valid legal basis for processing personal data through the Services and for providing any required notices to data subjects.

7.2 Telecommunication and Recording.

If the Software is used to place calls, send messages, or record communications, Customer is responsible for complying with all applicable laws regarding telecommunications, call recording, interception, monitoring, and privacy, including obtaining any required consents from participants.

8. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WILDIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WILDIX DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR FREE OF HARMFUL COMPONENTS.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Certain Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WILDIX NOR ITS AFFILIATES OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR DATA, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Cap on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WILDIX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO WILDIX FOR THE SOFTWARE AND SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exceptions.

The limitations in this Section do not apply to liability which cannot be excluded or limited under applicable law.

10. INDEMNITY BY CUSTOMER

Customer shall indemnify and hold harmless Wildix and its affiliates from and against any third-party claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or related to: (a) Customer's or any Authorized User's use of the Software or Services in violation of this EULA, the Commercial Terms or applicable law; or (b) Customer Content or data processed through the Services (other than to the extent caused by Wildix's breach of the Commercial Terms).

11. TERM AND TERMINATION

11.1 Term.

This EULA becomes effective when Customer first accepts it (for example, by clicking "Accept" or by accessing or using the Software) and continues for as long as Customer has a valid subscription or access right to the Software under the Commercial Terms.

11.2 Termination for Cause.

Either Party may terminate this EULA immediately upon written notice if the other Party materially breaches this EULA and fails to cure such breach within thirty (30) days after receiving written notice of the breach (or such other cure period as specified in the Commercial Terms).

11.3 Automatic Termination.

This EULA automatically terminates upon expiration or termination of the underlying Commercial Terms or of the subscription or Order under which the Software is provided.

11.4 Effect of Termination.

Upon termination or expiration of this EULA for any reason, Customer shall immediately cease all use of the Software and shall ensure that all locally installed components of the Software (if any) are uninstalled and destroyed. Sections that by their nature should survive termination (including ownership, disclaimers, limitations of liability, indemnity and governing law) shall survive.

12. GOVERNING LAW AND DISPUTE RESOLUTION

[Option – fill in with your legal counsel]

This EULA shall be governed by and construed in accordance with the laws of [INSERT GOVERNING LAW], excluding its conflict-of-laws rules. Any disputes arising out of or in connection with this EULA shall be subject to the exclusive jurisdiction of the courts of [INSERT JURISDICTION], and each Party irrevocably submits to the personal jurisdiction of such courts.

13. GENERAL

13.1 Assignment.

Customer may not assign or transfer this EULA, by operation of law or otherwise, without Wildix's prior written consent. Wildix may assign this EULA to an affiliate or in connection with a merger, acquisition or sale of substantially all of its assets.

13.2 Amendments.

Wildix may update this EULA from time to time. For subscriptions purchased via AWS Marketplace, any updated EULA will take effect for new subscriptions and renewals in accordance with AWS Marketplace rules. Customer's continued use of the Software after the effective date of an updated EULA constitutes acceptance of the updated terms.

13.3 Entire Agreement.

This EULA, together with the Commercial Terms, constitutes the entire agreement between the Parties relating to the license and use of the Software and supersedes all prior or contemporaneous agreements, proposals or representations, whether written or oral, relating to such subject matter.

13.4 Severability.

If any provision of this EULA is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

13.5 No Third-Party Beneficiaries.

Except as expressly provided in this EULA with respect to AWS or app store providers, there are no third-party beneficiaries to this EULA.

If you