

VOICEANALYTICS SOFTWARE END USER LICENSE AGREEMENT

This software end user license agreement (the “**License Agreement**”) is entered into by and between:

The person or entity identified in the Order Form as the licensee of the Licensed Software (the “**Customer**”); and

Avoira Limited, a company organized and existing under the laws of England and Wales having its principal place of business at Pennine House, Salford Street, Bury BL9 6YA (“**Avoira**”).

BY SIGNING THE ORDER FORM AND/OR BY INSTALLING OR USING THE LICENSED SOFTWARE, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT INCLUDING ALL TERMS INCORPORATED BY REFERENCE.

1. Definitions

In this License Agreement the following words and expressions shall have the following meaning:

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| (1) “ <u>Affiliate</u> ” shall mean in relation to any party, any company or other legal entity, that is controlled by, controls or is under the common control with such party; | (8) “ <u>Licensed Software</u> ” shall mean licensed computer software identified as such in the Order Form together with the Documentation for which the Customer is purchasing a license; |
| (2) “ <u>Base Package</u> ” shall mean the base package of Licensed Software as further described in the Order Form; | (9) “ <u>Maintenance and Support Fee</u> ” shall mean the amount as may be identified as such in the Order Form; |
| (3) “ <u>Capacity Increase</u> ” shall mean the additional capacity increase to the Licensed Software that may be obtained by a Customer during the term of this License Agreement, as set out in Order Form; | (10) “ <u>Maintenance Services</u> ” shall mean the maintenance services described in clause 4; |
| (4) “ <u>Confidential Information</u> ” shall have the meaning set forth in Clause 18 of this License Agreement; | (11) “ <u>Order Form</u> ” shall mean the order form completed and submitted by or on behalf of the Customer and accepted by or on behalf of Avoira for Customer’s purchase of a license to the Licensed Software granted in accordance with this License Agreement; |
| (5) “ <u>Documentation</u> ” shall mean all related user documentation and manuals, in whatever medium, regarding the proper installation and use of the Licensed Software; | (12) “ <u>Subscription Fee</u> ” shall mean the amount identified as such in the Order Form; |
| (6) “ <u>Effective Date</u> ” means the day and year written in the signature field for Avoira in the acceptance section in the Order Form; | (13) “ <u>Support Services</u> ” shall mean the support services described in Schedule A; |
| (7) “ <u>License Fee</u> ” shall mean the amount identified as such on the Order Form; | (14) “ <u>Term</u> ” shall have the meaning set forth in Clause 19 of this License Agreement; |
| | (15) “ <u>Total Software License Fee</u> ” shall mean (i) the Subscription Fee or (ii) the License Fee and the Maintenance and Support |

Fee;

- (16) “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. The change to an Upgrade will be recognized by an increase in value of the primary version number (e.g. version 3.x to be replaced by version 4.x);
- (17) “Update” shall mean the release of a version of the Licensed Software containing improvements and adjustments to the Licensed Software, however not including major structural changes and/or new important features. The change to an Update will be recognized by an increase in value of the secondary version number (e.g. version 3.0 to be replaced by version 3.1).

2. License Terms

Subject to and conditional upon Customer’s payment of the Total Software License Fee, Avaira grants to the Customer a non- exclusive, non-transferable and non- sublicensable limited license (the “**License**”) to use the Licensed Software within the limits for source data volume set forth in the Order Form, in object code or other machine executable format and the Documentation during the Term and according to the terms and conditions set out herein.

Customer can install, use, and run copies of the Licensed Software on any device or network for Customer’s own use in operating Customer’s own business in accordance with the capacity constraints identified in the Order Form as an end-user of the Licensed Software.

Customer may copy the Licensed Software for back-up or archival purposes, provided that any copy contains all of the original Licensed Software’s proprietary notices. Customer may not and will not permit any third party to: (i) lend, publish, rent, lease, sell, sublicense, assign, transfer, or otherwise make available to any third party not authorized within this License Agreement the Licensed Software in any manner, including, but not limited to, access to the Licensed Software on the internet or any

timesharing, service bureau, software as a service, cloud, or similar technology or service, (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction and provided that Customer has first requested Avaira the tools necessary to create interoperable programs), or create derivative works based on the Licensed Software, (iii) copy the Licensed Software (except as specified herein), (v) remove any proprietary notices or labels on the Licensed Software, (vi) separate, remove or replace any components of the Licensed Software provided by third parties (the “**Component Software**”); or (vii) use any Component Software independently of the Licensed Software; or use the Licensed Software without the Component Software.

3. License Types

Avaira provides access to the Licensed Software on a “subscription” or “one-time payment” basis, as set out in the Order Form.

3.1. Subscription

Use of the Licensed Software on a “subscription” basis is conditional upon acceptance of the following recurring subscription terms and conditions (the “**Subscription**”):

(i) Access to the Licensed Software through payment of the Subscription Fee monthly in arrears is being provided as a recurring subscription service for a specific period of time as stated in the Order Form (e.g. 1-year) (the “**Subscription Period**”);

(ii) Customer shall purchase the Subscription for an agreed minimum period from the Effective Date as set out in the Order Form;

(iii) Customer agrees that, upon expiration of the Subscription Period, Customer shall be re-invoiced and its Subscription shall be renewed for the same Subscription Period, unless Customer notifies Avaira in writing ninety (90) days in advance of such expiration that Customer desires to terminate the Subscription. Customer agrees that there is no money-back guarantee or refund available after said re-invoicing or invoicing has occurred.

(iv) Customer is prohibited to continue to use the Licensed Software for which the Subscription has expired. Customer agrees that any such further use of the Licensed Software beyond the Subscription Period constitutes a breach of this License Agreement, and entitles Avaira to payment of the Subscription Fee for a further Subscription Period without prejudice to Avaira’s entitlement to claim damages.

There are 4 alternative options for use of the Licensed Software during the Subscription Period with the applicable option used set out in the Order Form:

“Subscription Option A” means that the Licensed Software is provided by Avoira on its hosted Xdroid platform. The Customer pays a monthly fee per agent which includes Maintenance Services and Support Services for the Subscription Period. Ownership of the licence and any relevant hardware does not pass from Avoira to the Customer.

“Subscription Option B” means that the Licensed Software is provided by Avoira on its hosted Xdroid platform. The Customer pays a monthly fee per minute that the Licensed Software is used with a minimum volume of minutes used per month as set out on the Order Form which includes Maintenance Services and Support Services for the Subscription Period. Ownership of the licence and any relevant hardware does not pass from Avoira to the Customer.

“Subscription Option C” means that the Customer pays a monthly fee which includes Support Services based on the number of agents using the Licensed Software for the Subscription Period. Ownership of the licence does not pass from Avoira to the Customer. The relevant hardware is provided and maintained by the Customer.

“Subscription Option D” means that the Customer pays a monthly fee per minute that the Licensed Software is used with a minimum volume of minutes used per month as set out on the Order Form which includes Support Services for the Subscription Period. Ownership of the licence does not pass from Avoira to the Customer. The relevant hardware is provided and maintained by the Customer.

3.2. One-Time Payment

Use of the Licensed Software on a “one-time payment” basis is conditional upon acceptance of the following terms and conditions:

- (i) Access to the Licensed Software is being provided on a perpetual basis upon a one-time upfront payment of the License Fee;
- (ii) The Licensed Software access does not include maintenance and support services, nor does it include access to Updates and Upgrades;
- (iii) Customer agrees to purchase Maintenance Services and Support Services in line with

Clause 4 for an agreed minimum period as set out in the Order Form.

4. Maintenance and Support

Customer shall purchase Maintenance Services and Support Services from Avoira with respect to the Licensed Software.

In case Customer has been granted access to the Licensed Software on a “subscription” basis, such Maintenance Services and Support Services shall be automatically included in the Subscription Fee on an inseverable basis (if required depending on the applicable Subscription Option used set out in the Order Form).

In case Customer has been granted access to the Licensed Software on the basis of an “upfront one-time payment”, access to Maintenance Services and Support Services is subject to a separate Maintenance and Support Fee for an agreed minimum period as set out in the Order Form.

The Maintenance Services and Support Services shall be purchased by Customer for an agreed minimum period as set out in the Order Form as from the Effective Date.

The Maintenance and Support entitles the Customer to the Maintenance Services and the Support Services described in Schedule A and the following Maintenance Services: (i) notification of and access to the Licensed Software patches and Documentation released by Avoira or its suppliers; and (ii) notification of and access to Updates and Upgrades. Maintenance and Support does not include new modules released by Avoira or its suppliers that include significantly different features and functionalities, which are packaged and marketed as separate modules.

The Maintenance and Support Fee, to the extent not included in the Subscription Fee, is due and payable in advance at the time of payment of the Subscription Fee or the License Fee, as the case may be. The Customer may choose between different levels of Maintenance and Support, the alternatives of which are set out in Schedule A.

The Maintenance and Support Fee in subsequent years shall be due and payable in advance on each anniversary of the Effective Date, unless the Customer notifies Avoira in writing ninety (90) days in advance of such

anniversary that Customer desires to terminate Maintenance Services and Support Services. If Customer terminates Maintenance and Support, Avaira shall be under no obligation to resume providing such services to Customer under any circumstances.

If Capacity Increases become effective on any date other than the Effective Date or any anniversary thereof, the Maintenance and Support Fee for such Capacity Increases shall be pro-rated for the remainder of the year in question.

Under no circumstances will Avaira or its suppliers be responsible for supporting or correcting any errors in the Licensed Software resulting from any modifications made to the Licensed Software by Customer, nor will Avaira or its suppliers be liable for any loss or damage of any nature directly or indirectly caused by such modifications. Customer must install Updates that contain bug-fixes in order to receive Maintenance and Support.

Avaira may, at its sole discretion, cease providing Maintenance and Support for any prior version of the Licensed Software six (6) months after an Upgrade is made available.

Furthermore, at such time as Avaira or its suppliers decide to cease maintaining and supporting the Licensed Software for its entire customer base, Avaira may cease providing Maintenance and Support two years after such decision is communicated by written notice to Customer.

5. Installation of Upgrade and Update

The terms and conditions of this License Agreement shall apply to the initial copy of the Licensed Software as well as to any Upgrade or Update to the Licensed Software subsequently delivered to Customer. Customer must destroy all previous copies of the Licensed Software, however duplicated or archived, within thirty (30) days of installation of the Upgrade or Update. If the Upgrade or Update is to a Component Software of the Licensed Software, it may be used only as part of the single Licensed Software package and may not be separated for individual use.

6. License Fees

6.1. Invoices

Avaira shall invoice the Customer in respect of the Total Software License Fee(s) and any other fees related to the use of the Licensed Software.

6.2. Future Purchases

The Customer may purchase additional Base Packages and/or Capacity Increases upon payment of the fees applicable from time to time.

7. General Payment Conditions

Payment of the Total Software License Fee and any other fees shall be made by electronic wire transfer to a bank account designated in writing by Avaira on the invoice. Any invoices shall be due and payable within 28 calendar days of the invoice date.

Payment of the Total Software License Fee shall be in GBP and shall not be subject to exchange rate fluctuations.

Overdue payments shall bear interest at the rate of 12% annually, or the maximum permitted by applicable law, whichever is less, and Customer shall reimburse Avaira for all the costs incurred attempting to recover payments due.

The Total Software License Fee and any other fees are up-front non-refundable fees.

All fees, of whatever kind, are exclusive of all sales taxes, use taxes, value added taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this License Agreement, excluding taxes based upon Avaira's net income. When Avaira has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Avaira with a valid tax exemption certificate authorized by the appropriate taxing authority.

In the event that any withholding taxes or any other similar taxes are imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this License Agreement, Customer shall pay such taxes in such amounts as are necessary to ensure that Avaira receives the full amount of the then due fees.

8. Delivery

Avoira shall deliver one copy of the Licensed Software to Customer, including software keys to enable use of the Licensed Software, unless otherwise expressly stated in the Order Form.

9. Audit Right

Avoira (i) shall have the right to have a reputable third party inspect Customer's data processing systems and records for the sole purpose of verifying that Customer has complied with this License Agreement, and (ii) may report its findings to Avoira. Such inspections will be made on not less than ten (10) days written notice, during regular business hours. If the inspection reveals an underpayment of license fees, the Customer shall pay the deficit to Avoira, as the case may be. Avoira shall bear the expense of such inspection unless the inspection reveals fees that vary more than five percent (5%) from the Total License Fees paid, in which case the Customer shall bear the costs associated with the inspection.

10. Limited Warranty

10.1. Avoira is the owner or licensee of all intellectual property rights in and to the Licensed Software and there is no pending litigation against Avoira which could materially impact upon its ability to perform its obligations under this License Agreement.

10.2. Avoira has full power and right to license the Licensed Software and perform all other terms of this License Agreement, and the use of Licensed Software, or the exercise of the licenses granted hereunder, will not violate or interfere with the intellectual property or contractual rights of any third party, including without limitation, those rights arising under copyright, trademark, trade secret or patent law, provided, however that Avoira shall not be liable for breach of representation and warranty if a violation or interference occurs by reason of content supplied by Customer, content owners, end users or other third parties.

10.3. Avoira warrants that, for a period of ninety (90) days from the Effective Date, the CD or other media on which the Licensed Software is furnished (the "**Media**") shall be free from defects in materials and workmanship under normal use and service.

10.4. In the event that such Media is proven to be defective, Avoira's entire liability and Customer's sole and exclusive remedy shall be replacement of the Media or such part of the Media not meeting Avoira's limited warranty, provided that Customer returns the Media or such part of the media to Avoira with a copy of Customer's dated receipt. If failure of the media or any part of the Media has resulted from accident, abuse, or misapplication of the Licensed Software, then Avoira shall have no obligation to replace the Media or any such part of the media under this limited warranty.

10.5. For a period of ninety (90) days from the Effective Date (the "**Warranty Period**"), Avoira warrants that the Licensed Software will substantially conform to the Documentation. Without cost to Customer, Avoira shall correct any failure of the Licensed Software to conform to the foregoing warranty if the failure is reported in writing in accordance with Clause 25 during the Warranty Period. If Avoira is unable to modify the Licensed Software so that it substantially conforms to the Documentation, Customer's sole and exclusive remedy is to receive a full refund of all amounts paid hereunder upon return of the Licensed Software.

10.6. Avoira shall have no obligation or other liability with regard to any error or noncompliance with the warranties set forth above that is caused, in whole or in part by; (a) modifications or alterations to the Licensed Software made by the Customer; (b) use of the Licensed Software by the Customer other than as contemplated herein; (c) products or services not provided by Avoira; (d) the negligence or wilful misconduct of Customer; (e) the Customer's implementation and installation of the Licensed Software other than in accordance with instructions furnished by Avoira or its representatives; or (f) electrical malfunction. Avoira shall have no liability to the Customer under this License Agreement, or otherwise, by reason of content supplied by the Customer, content owners, end users or other third parties.

11. Indemnification

Avoira agrees to indemnify and hold harmless the Customer from and against any and all third party claims or actions, including any losses, costs, liabilities, reasonable attorney's fees and other expenses arising from such claim or action, alleging that the Licensed Software infringes or violates any copyright, trademark, patent or trade secret of a third party, provided: (i) the Customer promptly gives written notice of any claim to

Avoira; (ii) the Customer provides any assistance which Avoira may reasonably request for the defense of the claim; and (iii) Avoira has the right to control or the defense or settlement of the claim. In any action based on an infringement claim, Avoira may, at its sole option, either: (i) obtain for Customer the right to continue using the Licensed Software, (ii) replace or modify the Licensed Software with non-infringing software providing substantially the same functionality, or (iii) terminate the License granted hereunder and give Customer a pro-rata refund of the license fee paid for the Licensed Software, calculated on the basis of straight line depreciation over three years. Notwithstanding the foregoing, Avoira shall not be obligated to indemnify the Customer to the extent the claim would not have arisen but for the Customer's negligent or wrongful act or omission.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXCEPT AS STATED IN CLAUSE 10. THE ENTIRE RISK AS TO THE RESULT AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY CUSTOMER. EXCEPT AS STATED IN CLAUSE 10, AVOIRA AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE OR THE USE OR OPERATION THEREOF AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Limitation of Liability

Except with respect to claims relating to use of the Licensed Software by Customer outside of the scope of the License granted herein, under no circumstances shall a party's aggregate liability to the other party arising out of or related to this License Agreement exceed the lesser of (i) the aggregate fees due or paid to Avoira by Customer at the time of such Party's claim or (ii) the actual damages sustained by such party, regardless of whether any action or claim is based on warranty, contract, tort or otherwise. Each party hereby releases the other party from all obligations, liability, claims or demand in excess of this limitation.

Neither Avoira, its suppliers and representatives, nor Customer, shall be liable for any special, indirect, incidental, or consequential damages, including, but not limited to, any loss of revenues, lost profits, loss of or inaccuracy of data, or lost or interrupted business, however caused and whether based in tort (including negligence), contract, or any other theory of liability, even if such entity has been advised of the possibility of such damages.

This limitation of liability shall apply to the maximum extent permitted by law.

14. Customer's Representations and Warranties

14.1 Customer represents and warrants that it has the right to enter into this License Agreement, that Customer is a corporation duly organized and existing (and in good standing) under the laws of the country or state of its incorporation and has the power and authority (corporate or otherwise) to execute and deliver this License Agreement.

14.2 If the Customer learns of any breach of a EULA that could damage Avoira (or its third party licensors or suppliers), the Customer shall take prompt, commercially reasonable corrective action at its expense to remedy the breach and/or obtain all other appropriate relief and shall, in addition, promptly notify Avoira in writing of the breach and corrective action taken. The execution of these duties by the Customer shall not preclude Avoira from also taking corrective action. In addition, if a breach of an EULA occurs that would, in Avoira's opinion, result in irreparable harm to Avoira (and/or its third party licensors and suppliers) unless injunctive or other equitable relief is granted to restrain the violation, the Customer shall, as requested by Avoira, either (i) use its best efforts to obtain such equitable relief as promptly as reasonably possible or (ii) assign its rights under the EULA to Avoira to permit Avoira to seek such equitable relief. The Customer's foregoing obligations to enforce the EULAs as necessary to protect the interest of Avoira and its third party licensors and suppliers shall survive expiration or termination of this Agreement.

15. Title

Title, ownership rights, and any and all intellectual property rights in and to the Licensed Software shall remain in Avoira, its licensors, suppliers and representatives. The Licensed Software is protected by copyright laws and international

copyright treaties. Title, ownership rights, and intellectual property rights in and to the content accessed through the Licensed Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This License Agreement gives Customer no rights to such content. Except as expressly provided herein, all right, title and interest in and to the Licensed Software remains with Avoira and its licensors, suppliers and representatives.

16. Non-Compete

16.1 In the event that the Customer is appointed as a reseller of Avoira, to the fullest extent permitted under applicable law, the Customer shall not both during the term of the Agreement and for 1 year after the termination of the Agreement whether directly or indirectly, carry on or participate in any business in the United Kingdom and Ireland which competes with the Licensed Software.

16.2 If and to the extent that this clause would ever be held to be invalid or unenforceable, the parties agree that it shall automatically be replaced by a clause that is valid and enforceable and approximates the intention of the parties to the maximum extent possible.

17. Press Releases and Other Promotions

The parties may publish press releases concerning the existence of this License Agreement and the terms hereof with the other party's written consent which may not be unreasonably withheld. Otherwise no public statements concerning the existence or terms of the License Agreement will be made or released to any medium except with the prior approval of all parties or as required by statute or regulation.

18. Confidential Information

During the term of this License Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for the purposes of this License Agreement and will restrict disclosure of the other party's Confidential Information to its employees, Affiliates and employees of Affiliates, with a need to know who are under a binding obligation to comply with the restrictions set forth in this Clause 18 and will not disclose the

other party's Confidential Information to any third-party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this License Agreement for each party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided that the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

As used in this License Agreement, the term "**Confidential Information**" refers to: (i) the prices set forth in this License Agreement; (ii) each party's trade secrets, business plans, strategies, methods and/or practices; (iii) any other information relating to each party or its business that is not generally known to the public, including but not limited to information about each party's personnel, products, customers, marketing strategies, services, pricing or future business plans. Notwithstanding the foregoing, Confidential Information specifically excludes (A) information that is in the public domain upon receipt or subsequently enters the public domain by publication or otherwise through no action or fault of the receiving party; (B) information that is known to each party without restriction, prior to receipt from the other party under this License Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (C) information that each party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by each party's employees or agents provided that such party can demonstrate that those employees or agents had no access to the Confidential Information received hereunder.

19. Term and Termination

19.1. Term

This License Agreement will become effective on the Effective Date and will remain in full force and effect until terminated in accordance with Clause 19.2.

19.2. Termination

Customer may cancel its Subscription by the end

of a Subscription Period by giving notice in writing at least (60) days prior to the end of the Subscription Period.

Avoira may terminate this License Agreement forthwith if the Customer materially defaults under this License Agreement and fails to cure such default within 30 calendar days after receipt of written notice of such default from the other party.

Avoira may terminate this License Agreement forthwith if the Customer files a petition for bankruptcy, or makes an assignment for the benefit of the creditors, or a receiver is appointed for the Customer or its business.

19.3. Results of Termination

All Licenses granted herein shall become null and void upon the termination of this License Agreement. Following the termination of this License Agreement, for whatever reason, Customer shall cease using the Licensed Software and shall return to Avoira any and all software program Documentation or any other materials, copies or reproductions of the foregoing, relating to the Licensed Software, and Upgrade(s), Update(s) and enhancements thereto. Further, upon termination of this License Agreement, each party shall promptly, and in any event within 30 calendar days following termination, return to the other party all other property and Confidential Information belonging to the other, in all forms partial and complete, in all types of media and computer memory, and whether or not merged with other materials, or to the extent such return is not reasonably practical, will destroy the foregoing and provide the originating party with a certificate by an officer of the company certifying destruction.

20. Force Majeure

Neither party shall be liable to the other(s) for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

Events of Force Majeure are events beyond the control of the party which occur after the time of signing of this License Agreement and which were not reasonably foreseeable at the time of signature of this License Agreement and whose effects are not capable of being overcome without unreasonable expense or loss of time to the party concerned. Events of Force Majeure

shall include (without being limited to) war, acts of government, natural disasters, fire and explosions.

21. Independent Contractors

Nothing in this License Agreement shall create, evidence or imply any agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other nor shall it represent that it has any authority to make commitments on the other's behalf.

22. Severability

If any provision of this License Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this License Agreement shall continue in full force and effect. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render such provision enforceable.

23. Assignment

Customer may assign the License Agreement to any successor of the Customer, provided however, that the successor is not a competitor of the business and affairs of Avoira and its suppliers. After such an assignment, Customer and the assignee shall be jointly and severally liable for all obligations under this Agreement.

Avoira may freely assign, or otherwise transfer all or any of its obligations or performance under this Agreement without Customer's consent.

24. Counterparts

This License Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. Notices

Except as may be otherwise provided herein, all notices, requests, demands, waivers and other communications made pursuant to this License Agreement shall be in writing and shall be conclusively deemed to have been duly given upon receipt: (i) if delivered by hand or (ii) if

delivered by DHL or similar internationally recognized overnight courier or (iii) if delivered by certified mail return receipt requested.

Notices are to be sent to Avoira, to the address as stated on top of the License Agreement Attn. Legal Department. A copy of the notice shall be sent to Xdroid International NV, Lozenberg 9a, 1932 Zaventem, Belgium Attn. Legal Department. Notices to the Customer are to be sent to the invoice address set out in the Order Form.

26. Choice of Law and Forum

This License Agreement, its interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of England and Wales. All parties hereby irrevocably submit any disputes under this License Agreement to the jurisdiction of the courts located in England and Wales.

27. Miscellaneous

This License Agreement represents the complete agreement concerning the subject matter hereof and supersedes all prior agreements and representations between the parties.

This License Agreement may only be amended in writing, executed by all parties.

28. Survival

All terms of this License Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assigns.

**SCHEDULE A
MAINTENANCE AND SUPPORT LEVELS**

XINT Product Support

1. SUPPORT

This Schedule sets forth the interface regarding the resolution of problems with the XINT Product.

Maintenance and Support Fee(s) shall entitle the Customer to the maintenance services by telephone, e-mail and Web-based support as defined in this Schedule, for Customers who purchase maintenance and support.

A. When and How the Reseller will Respond to Requests for Problem Resolution

The Reseller will respond to the Customer's request for problem resolution based on the case severity level, as described below.

1. Support Response Objectives

| Case Severity | Standard Support |
|------------------|---|
| 1- critical | Within 3 hours after logging the issue, provided the issue is reported between 8:30am GMT and 17:00pm GMT Monday through Friday excluding UK public holidays. Issues reported during the above hours will be responded to the following business day. Extended support contracts are available on request. |
| 2- standard | Within 2 working days after logging the issue. |
| 3 – low priority | Within 1 working week after logging the issue. |

2. Problem Resolution

Resolution will consist of either a Work Around, an Interim Solution or a Permanent Solution. Problems that require an Interim Solution will be considered resolved when the test used to reproduce the problem demonstrates the corrected behaviour. Note: the Reseller is not responsible for resolving problems arising from errors in equipment or software not provided by the Reseller or errors made by individuals who are not the Reseller's employees or contractors.

3. Resolution Objectives

| Case Severity | Work Around | Interim Solution | Permanent Solution |
|---------------|--|--|---|
| 1 | Standard Support: Provided within 5 working days. | Standard Support: Provided within 2 working weeks if no Work Around is possible. | Standard Support: Included in next release. |
| 2 | Standard Support: Provided within 2 working weeks. | Standard Support: Provided within 1 working month. | Standard Support: Included in next release. |
| 3 | Next release. | N/A | When deemed feasible by the Reseller |

4. Severity Definitions

| Severity Level | Description |
|----------------|---|
| 1 | A Severity 1 problem exists if Product or major function thereof is (i) inoperative, or (ii) is experiencing terminable/intermittent problems that is having a significant impact on the Customer's ability to use the Product. |
| 2 | A Severity 2 problem exists if functionality of the Product is found to be defective or absent, or contains a problem that renders Product difficult, but not impossible to use. |
| 3 | A Severity 3 problem exists if the Customer experiences a non-critical degradation of performance, or experiences minor problems that need correction in either Product or the relevant product manuals. |

5. Escalation within the Reseller

Once the Reseller Technical Product Support is notified as above, the the Reseller support organization will be notified and will start verifying the problem. Once the problem is verified by the the Reseller support organization, the request will be handed over to product development if no resolution is immediately available.

The assigned support engineer follows up the issue internally within the Reseller and will according to the resolution objectives set forth above attempt to send out work-arounds and Interim or Permanent Solutions.

B. Definitions

“Bug” means an inconsistency between Product behaviour and Product Documentation. “Interim Solution”

means a short-term code-fix delivered as a hotfix or a patch from the Reseller to the Customer.

“Permanent Solution” means, an Update of the Product in which the problem has been resolved to conform to the Product specification contained in the Documentation.

“Reproducible Test Case” means a test case that demonstrates in a small code sample, usually less than 100 lines, or in a detailed textformat, the specific syntax or case that causes the problem. The test case must demonstrate the inconsistencies with the Product Documentation.

“Work Around” means a temporary solution to a problem. A Work Around will be replaced with a Permanent Solution unless otherwise agreed to by Customer.

Other capitalized terms have the meanings assigned to them in the Agreement.

