

End User License Agreement

- (1) **Access Rights.** Subject to the terms and conditions of this End User License Agreement (this "Agreement"), iboss, Inc. ("Supplier") hereby grants to Customer ("End User"), during the term of the applicable order for the Supplier Service between Verizon and End User (the "Order"), a non-exclusive right to access and use the Supplier Services set forth in the Order solely for End User's internal business purposes and in accordance with the applicable User Documentation and Supplier's Acceptable Use Policy located at www.iboss.com/acceptable-use-policy (as may be amended from time to time).
- (2) **Restrictions.** End User is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement. The rights granted to End User in this Agreement are subject to the following restrictions: (a) End User shall not license, sell, resell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Supplier Services or Products, or make the Supplier Services or Products available to any third party; (b) End User shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Supplier Services or Products, except and only to the extent that such activity is expressly permitted by applicable law; (c) End User shall not access the Supplier Services or Products in order to build a similar or competitive product or service or extend term of the license granted hereunder; (d) except as expressly stated herein, no part of the Supplier Services or Products may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; (e) End User shall not interfere with, disrupt, alter, translate, or modify the Supplier Services or Products, or create an undue burden on the Supplier Services or networks or services connected to the Supplier Services; (f) End User shall not sublicense any of its rights under this Agreement or use or allow the use of the Supplier Services or Products for rental or in the operation of a service bureau or time-sharing arrangement; (g) End User shall not, and shall not allow or assist third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Supplier Services or Products without Supplier's prior written approval, such approval to be withheld, delayed or conditioned in Supplier's sole discretion; and (h) End User shall preserve all copyright and other proprietary rights notices in the Supplier Services and Products and all copies thereof.
- (3) **End User Obligations.** End User agrees to take all reasonable steps to safeguard the Supplier Services and Products and the login credentials related thereto to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution in any form is made. End User hereby acknowledges and agrees that the Supplier Services and Products contains valuable, confidential information and trade secrets and that unauthorized use and/or copying of same would be harmful to End User. End User shall hold in confidence, and shall not disclose (or permit or suffer its users to disclose) non-public information regarding features, functionality and performance of the Supplier Services or Products to any third party ("Confidential Information"). End User may use Confidential Information only for the purpose for which it was disclosed and, except as expressly permitted herein, shall not use or exploit such Confidential Information for its own benefit or the benefit of a third party. The foregoing confidentiality and non-use obligations shall be in addition to, and not in lieu of, any other confidentiality and non-use obligations set forth in this Agreement. End User hereby represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Supplier Services and Products and any other End User's activities in connection with this Agreement.
- (4) **Hardware.** Supplier will ship to End User any Hardware set forth in the Order. Parts for Hardware may be new or refurbished. Spare parts may also be new or refurbished. All Hardware is leased and not purchased. Upon expiration or termination of this Agreement, End User must return Hardware to Supplier within seventy-two (72) hours. Hardware returned after thirty (30) days of the expiration or termination date will not be accepted. End User shall be liable to, and agrees to pay Supplier for the cost of replacing or fixing Hardware lost or returned damaged, as determined in Supplier's sole discretion, or attempted to be returned after thirty (30) days.
- (5) **Updates.** Supplier may revise, update, upgrade or discontinue any Supplier Services or Products at any time, without prior notice to End User. If during the Term, Supplier ceases to make available any Supplier Services or Products due to a discontinuance by Supplier of such Supplier Services or Products, Supplier will provide a pro rata refund to End User for any prepaid fees paid by End User for the applicable Supplier Services or Products based on the amount of time remaining in the applicable term. During the Term, Supplier may, in its sole discretion, provide End User with updates or upgrades. Supplier is not obligated to provide any updates or upgrades to the Supplier Services or Products. Any future release, update, or other addition to functionality of the Supplier Services or Products shall be subject to the terms of this Agreement, unless Supplier expressly states otherwise.
- (6) **Ownership.** End User acknowledges and agrees that all right, title and interest in and to the Supplier Services and Products (excluding any End User Data), including all modifications thereto and configurations thereof, and all of Supplier's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to End User by Supplier in providing the Supplier Services and Products and all derivatives thereof, are and shall remain Supplier's or its licensors'. The Supplier name, all Supplier logos, and the product names associated with the Supplier Services and Products are trademarks of Supplier or third parties, and no right or license is granted to End User to use them except as expressly set forth herein.
- (7) **End User Data.** End User retains all right, title and interest in and to the End User Data. End User hereby grants Supplier a non-exclusive, royalty-free, non-sublicenseable (except as expressly permitted hereunder) and non-

assignable (except as assigned as part of this Agreement) right and license to copy, modify, distribute, display and otherwise use the End User Data, (a) as necessary to make available the Supplier Services and as required by applicable law and/or (b) on an anonymized basis for its internal business purposes, including to improve and maintain Supplier's products and services.

- (8) Export. End User shall not export, re-export or import the Supplier Services or Products or any portion thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control or any other United States or foreign agency or authority.
- (9) Disclaimers. THE SUPPLIER SERVICES AND PRODUCTS ARE PROVIDED TO END USER ON AN "AS-IS" BASIS. ADDITIONALLY, SUPPLIER AND ITS LICENSORS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE SUPPLIER SERVICES AND PRODUCTS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SUPPLIER DOES NOT REPRESENT OR WARRANT THAT THE SUPPLIER SERVICES OR PRODUCTS OR ANY NETWORKS, SOFTWARE, OR SYSTEMS USED WITH SUCH SUPPLIER SERVICES OR PRODUCTS WILL BE FREE FROM VULNERABILITY, INTRUSION, ATTACK, OR OTHER DAMAGE.
- (10) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SUPPLIER NOR ITS LICENSORS SHALL BE RESPONSIBLE OR LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CAUSE WHATSOEVER HEREUNDER SHALL NOT EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT PAID BY END USER FOR THE SUPPLIER SERVICES DURING THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE INCIDENT OCCURRED. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- (11) Indemnification. End User shall indemnify, defend, and hold Supplier and its directors, officers, agents and employees harmless from and against any and all claims, damages, liabilities, judgments, costs, expenses (including legal costs and reasonable attorney fees) resulting from a claim, suit, action, or proceeding brought by any third party that arises out of or results from a claim (a) alleging that the End User Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, (b) arising out of End User's use of the Supplier Services or Products in breach of this Agreement or (c) violation of any applicable law or regulations.
- (12) Suspension. In addition to exercising any other rights available to it under this Agreement or otherwise under law, Supplier may suspend End User's access to the Supplier Services if End User breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof.