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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

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You are solely responsible for any use of the Software and that such use is made in compliance with this EULA, any other terms agreed between You and Zenitel or its distributors, and applicable law.

To the extent that the Software contains surveillance and/or recording functions, You acknowledge that You are solely responsible to use such functionality in compliance with applicable law.

5 LICENSE RESTRICTIONS

To the extent permitted by mandatory law, You explicitly agree to the following restrictions:

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- f) The use of the Software may require that You have a product key or license file. In such case, You shall not use a product key or license file that was not directly obtained from Zenitel or an official partner/distributor of Zenitel. You shall not share such product key or license file with any third party.
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- i) To the extent an initial free use period has been granted, You may only use the Software for the sole purpose of familiarizing Yourself with the functionalities of the Software and then for the maximum number of days set out as the initial free use period.

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You hereby waive any and all right to claim compensation under or in connection with this EULA or the subject matter contemplated hereunder, now or in the future, including, without limitation, the Software, whether in tort, contract, or otherwise, for:

- a) special, indirect, consequential, exemplary, incidental, or punitive damages or losses,
- b) loss of production, lost earnings or revenues of any kind, loss of anticipated cost savings, loss or corruption of data, loss related to third party claims, in each case whether indirect or not.

8 UPDATES

Zenitel will be entitled to, but is not obliged to, update and/or modify the Software.

9 LICENSE KEYS OR ACTIVATIONS CODE – IF APPLICABLE FOR THE SOFTWARE

Depending on the Software, some functions within the Software or the Software as such may only be activated by installing the proper license keys or activations codes. The license keys or activation codes authorizes the use of these functionalities through payment of the invoice relating to the license key or activation code as stated on the invoice, irrespective of whether the Software is being used or not. Zenitel reserves the right not to supply or withdraw any license key or activation code if the underlying invoice is not paid or You are in breach of other terms under this EULA.

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You shall keep confidential all information and documentation provided by Zenitel or any third party relating to the Software, and not use such information for any other purpose than Your lawful use of the Software.

11 LIMITATIONS OF LIABILITY

Zenitel and its suppliers shall not be liable towards You for damages or any other remedies, including any loss of profit, loss of data, loss of savings, or other incidental or consequential damages arising from Your use or inability to use the Software, even if Zenitel and/or its suppliers or their representatives have been advised of the possibility of such damages, or for any claim by any other party whether based on contract, tort or any other legal basis.

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12 VALIDITY AND TERMINATION

You are entitled to terminate this EULA at any time by simple written notice to Zenitel subject to the provisions set out hereinafter. Zenitel is entitled to terminate this EULA by simple written notice towards You, but only in the event You fail to comply with any of Your obligations pursuant to this EULA. In the event of termination, whether by You or by Zenitel, You shall immediately stop any use of the Software and of all copies thereof and return to Zenitel or destroy the Software and all copies thereof. You shall also promptly (but at the latest within five calendar days after termination) confirm in writing to Zenitel that You have returned or destroyed the Software and all copies thereof and have terminated use. In addition, in the event of termination because of Your failure to comply with Your obligations, Zenitel reserves the right to invoke any and all other remedies available under law or contract including the right to claim damages.

13 AUDIT RIGHTS

Zenitel may, during normal business hours, and upon at least 14 (fourteen) calendar days prior notice, have an internationally recognized, independent audit firm mutually agreeable to both parties, audit Your records and systems in order to verify compliance with the EULA. The audit will be conducted at Zenitel's expense, except that if irregularities are detected:

- a) You shall if requested by Zenitel immediately pay the total difference between list price license fees (if any) to Zenitel, plus a 20% (twenty percent) addition to be calculated of the license shortfall; and
- b) You shall pay all Zenitel's reasonable direct costs and expenses related to the audit.

Section a-b is in addition to any other rights and remedies Zenitel may have under law or otherwise.

14 MISCELANEOUS

Any terms and conditions provided by You are inapplicable whether or not contained in order forms or otherwise unless specifically accepted by Zenitel in writing by means of an addition to this EULA.

No changes of this EULA are valid unless written approval have been made by Zenitel and You.

In the event that any provision herein shall be declared unenforceable by a court of competent jurisdiction, all other provisions will remain in full force and effect.

The failure or delay of Zenitel to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

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15 GOVERNING LAW

If You are domiciled in Norway, Sweden or Denmark this EULA shall be exclusively governed by and construed in accordance with the laws of Norway, otherwise the EULA shall be exclusively governed by and construed in accordance with the laws of England and Wales, without giving effect to any choice or conflict of law provisions.

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The Norwegian Sale of Goods Act and the United Nations Convention on Contracts for the International Sale of Goods, are specifically excluded from this EULA.

16 DISPUTES

If You are domiciled in Norway Sweden or Denmark:

Any dispute arising out of or in connection with this EULA and/or the Software, including any question regarding the EULA's existence, validity or termination, shall be referred to and finally resolved by the ordinary courts of Norway. The venue in the first instance shall be Oslo city court, to the exclusion of any other forum.

If You are domiciled outside of Norway, Sweden and Denmark:

Any dispute arising out of or in connection with this EULA and/or the Software, including any question regarding the EULA's existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three.

The seat, or legal place, of arbitration shall be London, England.

The language to be used in the arbitral proceedings shall be English.

The arbitral proceedings shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings. This clause 16 shall not preclude a Party from obtaining interim or injunctive relief on an immediate basis from a court of competent jurisdiction.

Oslo, Norway 09.11.2020

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