

**SIP PARTNERS LICENSE AGREEMENT
(End User)**

This SIP PARTNERS LICENSE AGREEMENT (“Agreement”) is entered into by and between SIP Partners Sp. z o.o. having its principal office located at ul. Żupnicza 17, 03-821 Warsaw, Poland and the entity identified in Exhibit 1 hereto (“Customer”) having its principal office located at the address identified in Exhibit 1.

ARTICLE 1. FORM OF AGREEMENT

1.1 Consideration and Acceptance. Customer acknowledges receipt of a copy of this Agreement prior to purchasing a license to the SIP Partners Software (as defined herein) and agrees that receipt of the SIP Partners Software constitutes full and sufficient consideration for, and acceptance by Customer of, all of the terms and conditions of this Agreement.

ARTICLE 2. LICENSE

2.1 Software License. Subject to the terms of this Agreement including any limitations contained in Exhibit 1 and subject to Customer’s payment to Sip Partners of all license fees for the SIP Partners Software, SIP Partners grants to Customer the non-exclusive, non-sublicensable, perpetual licenses identified on Exhibit 1 to use the executable code version of the SIP Partners software identified on Exhibit 1 and related documentation (“SIP Partners Software”) at the physical address identified in Exhibit 1 (“Designated Location”). Customer will not transfer the SIP Partners Software from the Designated Location to another location without SIP Partners’ prior authorization which authorization will not be unreasonably withheld or delayed..

2.2 Affiliates; Additional Orders. Customer may permit its Affiliates to use the Software subject to the terms and conditions of this Agreement provided that Customer will be responsible for its Affiliates’ compliance with this Agreement. “Affiliates” means entities that are at least fifty percent (50%) owned and actually controlled by Customer. Any additional orders placed by Customer and accepted by SIP Partners for Software will be designated in a supplemental Exhibit 1 and will be governed by the terms and conditions of this Agreement.

2.3 Restrictions on Use. Customer shall not, and shall not permit others to: (i) transfer to any other person or entity any of its rights to use the SIP Partners Software; (ii) sell, rent, sublicense or lease the SIP Partners Software; (iii) create any derivative works, functionally equivalent works, or translations based upon the SIP Partners Software; (iv) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the SIP Partners Software; (v) access or use the SIP Partners Software in order to compete with SIP Partners or to assist someone else to compete with SIP Partners; or (vi) use the SIP Partners Software for any purposes in any manner directly or indirectly in violation of any law, regulation, mandate or court order or in the aid of any unlawful act or undertaking.

ARTICLE 3. SUPPORT AND REGISTRATION

3.1 Software Versions. SIP Partners will make corrective code for the SIP Partners Software available for a period of two (2) years following the last shipment date of a particular Version (“Version Support Period”); provided that corrective code will be available only in connection with the Version that incorporates the last Service Update. A Version is designated by a number followed by a decimal followed by another number such as 2.2, 2.3 and the like. A Service Update is a minor release of code that corrects one or more existing features of the software. Corrective code may not be compatible with Versions other than the most current Version of the SIP Partners Software and may not be compatible with modified or customized SIP Partners Software.

3.2 Annual Support Plan. During the Version Support Period, SIP Partners will offer certain maintenance and support services for the SIP Partners Software based on Annual Support Plan levels as determined by SIP Partners from time to time. Customer will purchase an Annual Support Plan concurrent with each purchase of SIP Partners Software licenses, the terms and conditions of which will be governed by a separate maintenance and support agreement between SIP Partners and Customer.

3.3 Annual Registration. So that SIP Partners can determine that all corrective code has been installed by Customer, to facilitate support services and to prevent unauthorized use, Customer must register the SIP Partners Software by visiting www.sippartners.com within the ninety (90) day

preceding each anniversary of the Effective Date. Customer will receive automated reminders in advance of the registration deadline.

ARTICLE 4. WARRANTIES

4.1 SIP Partners Software Warranty. Subject to the exceptions provided in Section 4.3 (Warranty Exceptions), beginning on the date that Customer’s initial license keys for the SIP Partners Software are downloaded, SIP Partners warrants to Customer that the SIP Partners Software will substantially conform to the SIP Partners Software user documentation for a period of one (1) year (the “Warranty Period”). Customer acknowledges that the SIP Partners Software functions solely as a conduit for transmission and storage of data. SIP Partners is not responsible for and will have no liability for the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the data stored or transmitted using the SIP Partners Software.

4.2 Warranty Remedy. If Customer becomes aware of a warranty breach during the Warranty Period, Customer will notify SIP Partners in writing and SIP Partners will, at its option, (i) use commercially reasonable best efforts to fix or replace the non-conforming SIP Partners Software, or (ii) provide a refund to Customer for the non-conforming SIP Partners Software. If during the Warranty Period SIP Partners does not replace or fix the non-conforming SIP Partners Software within forty-five (45) days after Customer gives SIP Partners written notice of breach of the Warranty, Customer may terminate its license to the non-conforming SIP Partners Software upon written notice to SIP Partners. Customer will immediately thereafter return to SIP Partners or destroy all copies of the non-conforming SIP Partners Software in Customer’s possession or control and SIP Partners will refund to Customer the license fees actually paid by Customer to SIP Partners for the non-conforming SIP Partners Software within thirty (30) days after receipt of an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed. The foregoing is Customer’s sole and exclusive remedy for any breach of the warranty.

4.3 Warranty Exceptions. SIP Partners will have no warranty obligations to the extent that the warranty breach arises from any of the following: (i) use of the SIP Partners Software contrary to the terms of this Agreement or the SIP Partners Software documentation provided to Customer by SIP Partners; (ii) use of the SIP Partners Software in combination with any equipment or third party software not recommended by SIP Partners for use in combination with the SIP Partners Software; (iii) use of the SIP Partners Software with third party services, processes or materials alone or in combination with the SIP Partners Software; (iv) accidental damage or other events beyond SIP Partners’ reasonable control; (v) failure to install and use updates, corrective code or modifications for the SIP Partners Software that SIP Partners makes available free of additional charge to customers that have paid for a current Annual Support Plan; (vi) any customization, modification or configuration of the SIP Partners Software other than by SIP Partners regardless of whether the customization, modification or configuration was executed using SIP Partners tools, methods documented by SIP Partners, or training provided by SIP Partners or SIP Partners contractors or agents; or (vii) SIP Partners’ compliance with Customer’s request or instructions or use of materials provided by Customer.

4.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT, SIP PARTNERS AND ITS LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). BY WAY OF EXAMPLE AND NOT IN LIMITATION, NEITHER SIP PARTNERS NOR ITS LICENSORS WARRANTS THAT: (i) USE OF THE

SOFTWARE OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; (ii) ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED; OR (iii) THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY CUSTOMER. TO THE EXTENT THAT SIP PARTNERS OR ITS LICENSORS CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

4.5 LIMITATION OF LIABILITY. IN NO EVENT WILL SIP PARTNERS OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOODWILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE AGGREGATE AND TOTAL LIABILITY OF SIP PARTNERS AND ITS LICENSORS FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE THAT CAUSED THE DAMAGES.

ARTICLE 5. TERM AND TERMINATION

5.1 Term of Agreement. This Agreement will commence upon execution by both parties (the "Effective Date") and will continue until terminated by either party as provided herein.

5.2 Termination. SIP Partners may terminate this Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if Customer breaches a material term of this Agreement, ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or appoints a receiver, or acquiesces in the appointment of a receiver or trustee, or liquidator. Customer may terminate this Agreement at any time effective sixty (60) days after written notice to SIP Partners.

5.3 Effect of Termination. Upon termination of this Agreement for any reason and notwithstanding the perpetual license granted herein: (i) all of Customer's rights and license to use the Software will immediately terminate; (ii) Customer will return to SIP Partners or purge all copies of Software in Customer's possession or control and deliver to SIP Partners an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed.

5.4 Survival. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including without limitation, all payment obligations, use restrictions, ownership terms, confidentiality obligations, disclaimers and limitations of liability.

ARTICLE 6. OWNERSHIP AND CONFIDENTIALITY

6.1 Proprietary Rights. All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in the Software (collectively, "Materials") are and will remain the exclusive property of SIP Partners or its licensors, whether or not specifically recognized or perfected under applicable local law. Customer will not create derivative works of, modify, assign, sublicense, sell, rent, reverse engineer, disassemble or decompile the Materials. Any rights not expressly granted herein are reserved to SIP Partners or its licensors. SIP Partners or its licensors will own all rights in all derivative works of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of the Materials. Customer will not take any action that jeopardizes SIP Partners' or its licensors' proprietary rights in the Materials or acquire any right in the Materials.

6.2 Confidential Information. Confidential Information means all information that is proprietary to Customer or to SIP Partners or its licensors. SIP Partners Confidential Information includes without limitation the SIP

Partners Software, training materials, technical and non-technical information, data, ideas, concepts and know-how, including developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information, and other information that relates to SIP Partners' business plans, forecasts and research as well as Confidential Information of SIP Partners' licensors. Confidential Information does not include: (i) information that is made generally available to the public without obligation of confidentiality; (ii) information that the receiving party can show through documentation was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (iii) information that is disclosed pursuant to a requirement of a court, government agency, or law, including without limitation, local securities laws; provided that, if the receiving party is required by a court, government agency, or applicable law to disclose any Confidential Information of the disclosing party, the receiving party will notify the disclosing party immediately upon learning of such requirement so that the disclosing party has an opportunity to take action to protect the confidentiality and proprietary nature of the Confidential Information.

6.3 Nondisclosure. Each party receiving Confidential Information of the other party will take reasonable precautions necessary to safeguard the confidentiality of the disclosing party's Confidential Information, including at a minimum, the precautions taken by the receiving party to protect its own Confidential Information. Neither party will disclose the other party's Confidential Information in whole or in part to any third party except to employees or consultants who require access to the Confidential Information, provided that any such employees and consultants agree in writing to maintain the information in confidence. Neither party will remove or deface, or allow the removal or defacement, of any confidential or proprietary notice placed on any Confidential Information of the other party.

ARTICLE 7. GENERAL

7.1 Records and Audit. For the term of this Agreement and for one (1) year thereafter, upon reasonable prior written notice, SIP Partners or its designee will have the right to visit the premises of Customer and its Affiliates during normal business hours and review their systems, books and records solely to the extent reasonably necessary or advisable to determine compliance with this Agreement. If Customer or any Affiliate is not in compliance, Customer will correct any failure of compliance including without limitation paying any additional fees that may be due and, if such non-compliance is material, Customer will pay the reasonable costs of the audit.

7.2 Assignment. Customer may not assign this Agreement by operation of law or otherwise without the prior written consent of SIP Partners, which consent will not be unreasonably withheld or delayed. Any merger, consolidation or change of ownership of a controlling voting interest of Customer will be considered to effect an assignment for purposes of this Section. Any attempt by Customer to assign this Agreement other than as provided in this Section is void and of no force or effect.

7.3 Severability and Waiver. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be considered stricken from this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Neither SIP Partners nor Customer will, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach of any of the provisions of this Agreement. Further, the waiver by SIP Partners or Customer of a particular breach of this Agreement will not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

7.4 Force Majeure. Neither SIP Partners nor Customer will be liable by reason of any failure of performance hereunder (other than Customer's failure to pay amounts owed) if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence.

7.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Republic of Poland.

7.6 Legal Actions. The Customer hereby consents to the personal jurisdiction and venue of the courts of the SIP Partners location. Any legal or equitable claim of any nature arising hereunder will be filed and maintained in the appropriate courts in the Republic of Poland and Customer agrees that such courts are a convenient forum for adjudication. The prevailing party in any legal action arising hereunder will be entitled to its

costs of litigation and reasonable attorneys' fees as to that part of the litigation for which it prevails.

7.7 Exceptions. Nothing in this Agreement will prevent SIP Partners from seeking injunctive relief against Customer in the courts having jurisdiction over Customer.

7.8 English Language; Headings. SIP Partners and Customer confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and will be drawn up in the

English language only. The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement.

7.9 Entire Agreement. This Agreement including its exhibits is the complete and exclusive statement of agreement concerning the subject matter hereof and supersedes all prior understandings and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that it is signed by both parties.

**EXHIBIT 1
TO SIP PARTNERS LICENSE AGREEMENT**

This Exhibit A is attached to and made a part of the SIP Partners License Agreement between SIP Partners Intelligence, Inc. and the Customer identified below.

Date:

Order No.:

Customer Information
Customer Name:
Customer Contact:
Customer Principal:
Address:
Customer Phone:

Designated Location:

[insert address where software will be used.] [If there is more than one designated location, then for each designated location list the address followed by the SIP Partners Software and Third Party Software for that location.]

SIP Partners Software:

Qty	Part Number	Description	License Type

For purposes of this Exhibit 1, the following terms will have the meanings indicated

Server: A unique physical machine used for the purpose of hosting and processing software applications centrally and for providing client software applications and devices with access to shared hardware or data resources.

Workstation: A unique physical machine designed to be used by one user at a time that is used for the purpose of processing client software applications that communicate with Servers, or a software application accessed through a terminal that provides an emulation of such a Workstation machine.

Port: Any hardware or software interface by which a computer Server or Workstation communicates with another device that is part of the same computer network or with another computer network system.

Station: A unique physical address for an audio connection to the Server. If a software license is applied to a Station, any User may log into that Station under such license with rights to use the software application at that Station.

User: A unique named person defined in the Interaction Administrator application, which definition sets forth specific access rights and attributes for such named person. If an SIP Partners software license is applied to a User, that User may log into the computer network from any Station that is part of the network and may exercise rights to use the software application from any such Station.

Special Instructions: