VQ COMMUNICATIONS

This **Software License (EULA)** (this "License") is made and entered into between **VQ Communications Ltd** ("VQ") having an office at Unit 4b, Byron House, Landsowne Court, Bumpers Way, Chippenham, Wiltshire, United Kingdom SN14 6RZ and the licensee specified in the Main Agreement ("Licensee") who is, or on whose behalf an employee or representative is, downloading and/or installing the Software subject to this EULA. In the event that this License is accepted by an individual on behalf of a company or organisation, the individual warrants and represents that they have the requisite authority to act on behalf of the Licensee, bind the Licensee to this License and access the Software.

WHEREAS:

VQ is the owner of certain Software and the Documentation related thereto (as defined herein) and has agreed to license the Software to the Licensee, subject to the terms of the Main Agreement and this License.

By downloading, accessing and/or installing the Software, the Licensee accepts the terms of this License and, where an individual is doing so on behalf of a company or organisation, the individual acknowledges and agrees that he/she has authority to bind said company or organisation to the terms of this License.

1. DEFINITIONS

1.1.   "Additional Commitments" shall have the meaning given to it in clause 2.1.

1.2.   "Additional Services" shall have the meaning given to it in clause 5.3.

1.3.   "Apple" depending on the country in which the Licensee has created an Apple account to use the iOS App, shall mean one of the following:

- Apple Inc., located at One Apple Park Way, Cupertino, California, for users in North, Central and South America (excluding Canada), as well as United States territories and possessions; and French and British possessions in North America, South America, and the Caribbean;

- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada or its territories and possessions;

- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan;

- Apple Pty Limited, located at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, territories, and affiliated jurisdictions; and

- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland for all other users.

1.4.   "Billable Enterprise Software" means all Elastic Software, except for Software branded under the names Beats, Logstash, Endgame Agent, and Elastic End point agent.

1.5.   "Designated Systems" shall mean the computer hardware, software, operating system and platforms or functional equivalents (i) owned or controlled by the Licensee; and (ii) identified in or conforming to the VQ platform specification.

1.6. "Documentation" shall mean all or any portion of those visually or machine readable materials provided for use in connection with the Software, including without limitation, all revisions, which shall describe the specifications, characteristics, features, functions, and use of the Software.

1.7. "Elastic Software" means the Elasticsearch Limited's (Company number 08362475) ("Elastic('s)") software which is licensed to the Licensee.

1.8. "Eligible Features and Functions" means those features and functions of the Elastic Software provided by Elastic that are eligible for use with respect to the subscription level purchased by VQ. The Eligible Features and Functions may be modified from time to time, but shall not materially reduce the functionality thereof.

1.9. "End User Billable Nodes" means with respect to the Licensee and VQ's subscription with Elastic, a number that is the greater of (i) the number of Nodes running on all servers operated by or on behalf of the Licensee and are covered by VQ's subscription with Elastic, and (ii) the total GB of RAM Addressable by all Nodes running on all servers operated by or on behalf of the Licensee and are covered by said subscription divided by 64, with any fractional remainder being rounded up to the next whole number.

1.10. "End User Resource Units" mean, with respect to the Licensee and VQ's subscription with Elastic, a number that is equal to the total GB of RAM Addressable by all Billable Enterprise Software running on all servers operated by or on behalf of the Licensee, divided by 64, with any fractional remainder being rounded up to the next whole number.

1.11. "Intellectual Property Rights" shall mean copyright, patent, trademarks, trade names, service marks, trade secrets, confidential information or proprietary information rights, moral rights, and all other proprietary, related and similar rights, whether registered or unregistered, which subsist or will subsist, now or in the future, in any part of the world.

1.12. "iOS App" shall mean the VQ Conference Manager iOS application available on the Apple Store platform whereby the Licensee shall have access to the Software.

1.13. "Major Release" means a Release deemed by VQ to constitute a major modification of the Software indicated by a change to the primary number of the Software version number (for example, a Major Release would be indicated by a change in the Software version number from V1.1.1 to V2.1.0).

1.14. "Main Agreement" means the terms of sale between the Licensee and either Cisco Systems Inc., a VQ Approved Reseller or VQ for the delivery and support of the Software.

1.15. "Maintenance and Support Services" shall mean the maintenance and support services set out in the Schedule to this License.

1.16. "Minor Release" means a Release deemed by VQ to constitute a minor modification of the Software, indicated by a change to the first decimal number of the Software version number (for example, a Minor Release would be indicated by a change in the Software version number from V1.1.1 to V1.2.0).

1.17. "New Versions" shall mean any new version of the Software which from time to time is publicly marketed and offered for purchase by VQ in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

1.18. "Node" means an instance of the Elastic Software product known as "Elasticsearch" running on a server, which is not configured as a dedicated client node, dedicated

coordinating node, or dedicated ingest node, as described in the Elastic search documentation.

1.19. "Patch" shall mean a Release deemed by VQ to be for the purposes of fixing any bugs indicated by a change to the second decimal number of the Software version number (for example, a Patch would be indicated by a change in the Software version number from V1.1.1 to V1.1.2).

1.20. "Price List" means VQ's price list for the Software, Maintenance and Support Services, and/or Additional Services from time to time.

1.21. "Red Hat EULA" means the applicable Red Hat standard End User License Agreement (as updated from time to time) and available at https://www.redhat.com/licenses/Red_Hat_Standard_EULA_20191108.pdf

1.22. "Release" shall mean any release of new capabilities, features, or functions for the Software, which may be either a Major Release, a Minor Release or a Patch. The term Release shall not include New Versions, unless otherwise agreed in writing by the parties.

1.23. "Software" shall mean Acano Manager or VQ Conference Manager (including conferencing utilities, Outlook plugin and Outlook Add-in), as modified or replaced by VQ from time to time.

1.24. "Third Party Software" means software created / developed by a third party which may be sub-licensed to the Licensee or may be licensed directly to the Licensee on the third party's standard terms, including but not limited to the Elastic Software.

1.25. "VQ Approved Reseller" means an authorised reseller of the Software with which the Licensee enters into the Main Agreement.

2. LICENSE GRANT

2.1. This License applies irrespective of whether the Main Agreement is with Cisco Systems Inc., a VQ Approved Reseller or VQ. Any rights, powers, warranties, promises, commitments otherwise granted by Cisco Systems Inc. or a VQ Approved Reseller under the Main Agreement and not expressly granted within this License shall be between Cisco Systems Inc. or a VQ Approved Reseller (as applicable) and the Licensee ("**Additional Commitments**"). Neither Cisco Systems Inc. nor a VQ Approved Reseller is authorised to make any Additional Commitments on VQ's behalf, and VQ shall not bound by any Additional Commitments unless expressly set out herein.

2.2. Subject to the Licensee entering into and complying with the terms of the Main Agreement, VQ hereby grants the Licensee a non-exclusive, royalty free, worldwide license to:

2.2.1. install and use the Software on the Designated Systems solely (A) in accordance with the Documentation, and (B) in connection with the Licensee providing video conferencing services to the Licensee's customers or users worldwide;

2.2.2. use the Software on up to two servers: Production and Lab/Test.

2.3. The licence granted within clause 2.2 shall be subject to the following limitations:

2.3.1. The Licensee agrees that it shall not (and shall procure that its customers and users of the Software do not):

2.3.1.1. use, reproduce, distribute sell, rent, lease, distribute, sublicense, loan or transfer (with or without consideration) the Software except as provided in this License;

2.3.1.2. decompile, reverse engineer, disassemble, copy, modify or prepare any derivative works of the Software, unless permitted in writing by VQ;

2.3.1.3. use its rights in any manner to provide information to or the training of any third party; nor

2.3.1.4. distribute the Software to any other third party except as expressly authorised herein

2.3.2. The Licensee shall (and shall procure that its customers and users of the Software shall) only:

2.3.2.1. use the Software in its executable form;

2.3.2.2. transfer the Software to another Designated System upon prior written notification by the Licensee to VQ; and

2.3.2.3. use the Software in accordance with any applicable third party terms & conditions (including but not limited to the Licensee's wireless data service agreement, where applicable);

2.3.2.4. use the Third Party Software in accordance with this License and the applicable third party terms and conditions including, but not limited to, the Red Hat EULA.

2.4. Licensee agrees that:

2.4.1. the Elastic Software is licensed, not sold, as an embedded portion of the Software, and is not licensed on a stand-alone basis; and

2.4.2. the licence granted within clause 2.2 shall include a non-exclusive license to use, in object code form, the Eligible Features and Functions of the Elastic Software in the Software for the duration of the applicable subscription term and for the number of End User Billable Nodes or End User Resource Units allocated to the Licensee.

2.5. Licensee agrees not to:

2.5.1. use the Elastic Software for providing time-sharing services, any software-as-a-service offering ("SaaS"), service bureau services or as part of an application services provider or other service offering;

2.5.2. deploy the Elastic Software on more End User Billable Nodes or End User Resource Units than the respective number of End User Billable Nodes or End User Resource Units allocated to the Licensee;

2.5.3. make available to any third party any analysis of the results of operation of the Elastic Software, including benchmarking results; or

2.5.4. (a) access or use any Elastic-hosted infrastructure or related data, systems, or networks (collectively, "**Elastic-Hosted Infrastructure**") that interface with the Elastic Software to monitor the availability or performance of such Elastic-Hosted Infrastructure or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; or (b) interfere with or disrupt the integrity or performance of any Elastic-Hosted Infrastructure.

2.6. The Licensee acknowledges and accepts that VQ shall process the Licensee's and its users' personal data in accordance with VQ's privacy policy (as updated from time to time) available at: https://www.vqcomms.com/privacy-policy-customers/

3. IOS APPLICATION USERS

3.1. Where the Licensee has purchased and downloaded the iOS App, the following terms within this clause 3 shall apply.

3.2. The Licensee warrants that it shall only use the iOS App on any Apple-branded products that the Licensee owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service (available on Apple's website as updated from time to time).

3.3. VQ and the Licensee acknowledge and agree that:

3.3.1. this License is concluded between the Licensee and VQ only, and not with Apple, and Apple shall not be responsible for the Software, the contents of the iOS App or any maintenance or support services thereof;

3.3.2. subject to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and Apple shall not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty;

3.3.3. Apple shall not be responsible for addressing any claims of the Licensee or any third party relating to the iOS App or the Licensee's possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;

3.3.4. Apple shall not be responsible for the investigation, defence, settlement and discharge of any intellectual property infringement claim in respect of the Software or the iOS App; and

3.3.5. Apple, and Apple's subsidiaries, are third party beneficiaries of this License, and that, upon the Licensee's acceptance of the terms and conditions of this License, Apple will have the right (and will be deemed to have accepted the right) to enforce the License against the Licensee as a third party beneficiary thereof.

4. UPDATES OF AND MODIFICATIONS TO THE SOFTWARE

4.1. The development of the Software will remain under the direct control of VQ. VQ may solicit, from time to time, inputs from the Licensee for product roadmap planning.

4.2.   The Licensee shall be entitled to offer feedback and response and provide ideas and suggestions. For the avoidance of doubt, nothing in this clause puts VQ under any obligation to take such ideas and suggestions into account when developing the Software.

5.   SUPPORT MAINTENANCE AND SUPPORT

5.1.   Where applicable, VQ shall provide the Maintenance and Support Services, in respect of any errors in the Software notified to it by the Licensee, in accordance with the terms and conditions set out in this clause and the Schedule, provided that the Software is being used on the Designated System and in accordance with the Documentation. Releases supplied by VQ shall be accompanied by Release notes detailing feature requests implemented, bugs fixed in a traceable manner. The fee(s) applicable to the Maintenance and Support Services shall be determined and payable in accordance with the Main Agreement or, if not included in the scope of the Main Agreement, VQ shall only provide Maintenance and Support Services subject to payment of the relevant fees as shown in the Price List.

5.2.   Upon becoming aware of any errors or malfunctions in the Software, the Licensee will supply in writing a detailed description of such errors or malfunctions requiring correction and the circumstances in which they arose. Upon correction of the error and, where VQ deems it necessary and appropriate, VQ shall amend the test suite to include a further test for regression testing future releases.

5.3.   Any work that falls outside the scope of the Maintenance and Support Services shall be deemed "Additional Services" and will need to be defined, quoted for and agreed in advance by both parties. VQ shall have the right to charge, and the Licensee agrees to pay, at the rates contained within the Price List (or as otherwise agreed), for any services provided to the Licensee that are determined to be Additional Services.

5.4.   At the request of the Licensee, VQ may agree to provide on-site assistance as soon as reasonably practicable, to address any problems experienced in the installation and/or use of the Software. Such assistance shall constitute Additional Services and shall be charged at the rates set out in the Price List. In the event that, after a VQ on-site visit, both parties agree that the problems are solely or materially due to a defect in the Software, VQ shall waive such charges.

6.   INTELLECTUAL PROPERTY RIGHTS

6.1.   Except as may be specifically permitted under this License, the Licensee shall not (and shall procure that its customers and users of the Software do not) remove any of VQ's or its licensors' proprietary rights notices from the Software or the Documentation. No party is authorised to use the trade name or any trademark of the other party except in promotional material supplied or agreed by the party owning the name or mark. Such agreement must be in writing and set out the terms governing such use.

6.2.   The Licensee acknowledges that all Intellectual Property Rights in the Software (and parts thereof including but not limited to any Third Party Software) and Documentation shall be owned by and will remain the property of VQ or its licensors.

6.3.   The Licensee must promptly notify VQ if it becomes aware of any actual or threatened claim alleging that the Licensee's use of the Software infringes any intellectual property right of a third party (a Claim).

6.4.   If the Software is or is likely to become subject to a Claim, VQ shall use reasonable endeavours to:

6.4.1.   obtain the right for the Licensee to continue to use the Software; or

6.4.2. replace or modify the Software (or the part of it subject to the Claim) so that it becomes non-infringing without materially affecting the functionality of the Software.

6.5. If the outcomes of clause 6.4 are not achievable with the use of reasonable endeavours (including where the costs or other outcomes of doing so are commercially prohibitive), the Licensee shall (on receipt of written notice from VQ) promptly uninstall and cease using the Software and this License shall terminate. VQ shall refund the Licensee on a pro-rata basis for any unused proportion of the fees paid by the Licensee for the License.

7. CONFIDENTIAL INFORMATION

7.1. Each party shall, during the term of this License for the period specified in clause 7.3, keep confidential, and shall not use for its own purposes (other than implementation of the License) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including, without limitation, trade secrets, technical information and information of commercial value) which may be disclosed by the other party or become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this License, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information. All confidential information disclosed by either party to the other party under this License shall be used by the receiving party solely in connection with the performance of this License and by authorised employees who are directly involved in the use of confidential information and who have agreed in writing to be bound by the terms of this License.

7.2. The terms of this License are confidential and may not be disclosed by the Licensee without the prior written consent of VQ.

7.3. The obligations of each party under this License regarding use and disclosure of confidential information shall not terminate until three (3) years after the expiry or termination of this License.

8. DURATION

Subject to early termination in accordance with the terms of this License, this License shall remain in full force and effect in accordance with the Main Agreement. In the event of termination or expiry of the Main Agreement, this License shall automatically terminate.

9. TERMINATION

9.1. Without prejudice to the rights in the Main Agreement, in the event a party commits a material breach and (if remediable) does not remedy any such breach within thirty (30) days of the notice describing such failure, the non-defaulting party may terminate this License with immediate effect upon written notice.

9.2. Either party by written notice to the other party may terminate this License if the other party ceases to carry on business or becomes insolvent or bankrupt (or its local equivalent) or makes any assignment of assets for the benefit of creditors generally (or group of creditors), or on the appointment of a liquidation manager, receiver, or administrative receiver of the other party for the benefit of creditors.

9.3. Effect of Termination.

9.3.1. On termination of this License, the rights of the Licensee to use the Software as provided in this License shall automatically terminate.

9.3.2. Termination of this License shall not affect any rights or obligations of either party as at termination.

9.3.3. On termination for any reason the Licensee shall immediately destroy or return to VQ (at VQ's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to VQ that it has done so.

10. DISCLAIMERS

10.1. WITHOUT PREJUDICE TO ANY WARRANTIES GIVEN BY VQ IN THE MAIN AGREEMENT, NO WARRANTIES ARE GIVEN IN RELATION TO THIS LICENSE AND THE SOFTWARE IS PROVIDED 'AS IS'. IN PARTICULAR, VQ DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE LICENSEE ACCEPTS THAT: (A) THE LICENSEE'S (AND ITS USERS') ABILITY TO USE THE SOFTWARE IN AN EMERGENCY AND THEIR PRIORITY TREATMENT CANNOT BE GUARANTEED; AND (B) THE LICENSEE ACKNOWLEDGES THAT THE SOFTWARE MAY SOMETIMES BE LIMITED, UNAVAILABLE OR INTERRUPTED.

10.2. ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS LICENSE WHETHER BY STATUTE, COMMON LAW OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE.

10.3. To the extent that any such should apply, the Licensee for any and all applicable federal, state and local sales, use, value-added, excise, duty and any other taxes of any nature assessed on the services provided under this License and the Main Agreement.

11. LIMITATION OF LIABILITY

11.1. Except as expressly stated in clause 11.3, VQ shall have no liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

11.1.1. special damage even though VQ was aware of the circumstances in which such special damage could arise;

11.1.2. loss of profits;

11.1.3. loss of anticipated savings;

11.1.4. loss of business opportunity;

11.1.5. loss of goodwill; or

11.1.6. loss or corruption of data.

11.2. SUBJECT TO CLAUSE 11.1 AND 11.3, THE TOTAL LIABILITY OF EACH PARTY UNDER THIS LICENSE, IF ANY (INCLUDING BUT NOT LIMITED TO ANY CLAIM ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHERWISE) SHALL BE LIMITED TO AND IN NO CIRCUMSTANCES EXCEED THE HIGHER OF £20,000.00 (TWENTY THOUSAND POUNDS) OR THE SUM EQUIVALENT TO THE FEES PAID BY THE LICENSEE IN RESPECT OF THE LICENSING OF THE SOFTWARE DURING THE TWELVE (12) MONTHS BEFORE

THE LAST EVENT THAT GAVE RISE TO THE CLAIM. THIS LIMIT IS IN AGGREGATE AND NOT PER INCIDENT.

11.3. The exclusions in clause 11 shall apply to the fullest extent permissible at law, but VQ does not exclude liability for:

11.3.1. death or personal injury caused by the negligence of VQ, its officers, employees, contractors or agents;

11.3.2. fraud or fraudulent misrepresentation;

11.3.3. breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

11.3.4. any other liability which may not be excluded by law.

12. INDEMNITY

12.1. The Licensee shall indemnify VQ, and its respective officers, directors, employees, contractors and agents (each, a "VQ Indemnified Party") from and against all and any losses, demands, actions, claims, damages, liability, costs (including reasonable legal fees) and expenses suffered or incurred by a VQ Indemnified Party as a result of, or in connection with:

12.1.1. The Licensee's negligence in respect of, or breach of the terms of, this License and/or misuse of the Software, including any act or neglect or default of the Licensee's agents, employees or clients; and

12.1.2. VQ's compliance with any designs, specifications, requirements or instructions provided by the Licensee (or a third party on the Licensee's behalf) in respect of modifications to, or use of, the Software.

13. AUDIT

The Licensee grants VQ the right to annually inspect the Licensee's books and records for the sole purpose of verifying compliance with the grant of this License. Such inspection shall be performed at VQ's expense at the Licensee's offices during the Licensee's normal business hours upon thirty (30) days prior written notice and shall not interfere with the Licensee's normal business operations.

14. ASSIGNMENT

All of the terms and conditions of this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties. Except as specifically stated in this License, neither this License nor any of the rights, interests or obligations of any party shall be assigned or delegated by either party without the prior written consent of the other party. Any unauthorized assignment or delegation shall be null and void.

15. APPLICABLE LAW

This License shall be construed in all respects in accordance with the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

16. MISCELLANEOUS

16.1. Waiver. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

16.2. Modifications. No modification of this License will be valid unless in writing and signed by a duly authorized representative of each Party.

16.3. Breach of laws or regulations. The Licensee and VQ will, at the earliest opportunity, notify the other Party if it becomes aware that the arrangements contemplated by this License are or may be in breach of any laws or regulations effective in the applicable territory.

17. GENERAL OBLIGATIONS

17.1. Queries. If the Licensee has any queries or complaints regarding the Software, please contact the party from which it purchased such Software, as detailed in the Main Agreement, in the first instance.

17.2. Compliance with Law.

17.2.1. Each party shall comply with all applicable laws and regulations (including but not limited to export control laws and regulations) in respect of the Software and each party's respective activities under or pursuant to this License. The Licensee represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties.

17.2.2. The Licensee shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software or Documentation (or part thereof) to any country for which an export licence or other approval is required, without first obtaining such licence or other approval and consent from VQ. The Licensee shall be solely responsible for ensuring its access, importation or use of the Software or Documentation in or into any part of the applicable territory complies with all export laws.

17.3. Relationship of the Parties. It is agreed that the relationship between the parties is that of independent contractors, and nothing contained in this License shall be construed or implied to create a relationship of partnership, joint venture, agency, employment, franchise or any relationship other than that of independent contractors. Neither party shall have the power or authority to bind or obligate the other party.

17.4. Survival. In addition to the rights and obligations which survive as expressly provided for elsewhere in this License, clauses 7 (Confidential Information), 9.3 (Effect of Termination), 10 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnity) and 15 (Applicable Law) shall survive and be enforceable after termination or cancellation of this License.

17.5. Severability. In the event any provision of this License is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.6. Amendment. This License shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorised representatives of both Parties.

17.7. Subject to clause 3.3.5, a person who is not a party to this License shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this License, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17.8. Force Majeure. Neither party shall be liable for failure to fulfil or delay in fulfilling its obligations when due to causes beyond its reasonable control, including as a result or consequence of any act of God, act or war or terrorism, destruction or cessation of general market activity or other similar occurrence.

17.9.   Entire agreement. This License (together with any Main Agreement, if entered into with VQ), states the entire agreement between the parties with respect to the subject matter of this License and shall terminate and supersede all previous discussions, proposals, negotiations, representations, agreements and communications, whether oral or written, between the parties.

17.10. Precedence. Where the Licensee has entered into a Main Agreement directly with VQ and there is any conflict between the Main Agreement and this Licence, the terms of the Main Agreement shall prevail.

![VQ COMMUNICATIONS logo]

The Schedule

VQ STANDARD MAINTENANCE & SUPPORT AGREEMENT

1) **Maintenance and Support Services.** The Maintenance and Support Services include the provision by VQ of help desk support and the provision of Releases to address error corrections, material bug fixes, upgrades and other modifications to the Software and Documentation. The Licensee must document any error for which Releases are requested and provide any technical assistance that VQ reasonably requests in order to identify, replicate or investigate any such error. Subject to payment of the applicable fees payable under the Main Agreement, the License granted to the Licensee under the Agreement extends to, and the term "Software" shall include, all Releases received by the Licensee from VQ.

2) **Use of Information.** Information provided by the Licensee in connection with VQ's provision of the Software, the Maintenance and Support Services and the Additional Services, may be used without restriction by VQ to support or enhance the Software.

3) **Limitation of Support Obligations.** VQ shall have no obligation to support Software that: is altered, damaged, or modified by the Licensee; is not the most current Major Release or the previous Major Release; suffers problems caused by the Licensee's negligence, abuse, or misapplication, by use other than as specified in the Documentation, or by other causes beyond the control of VQ; or is installed on any computer hardware or operating system not supported by VQ. VQ shall have no obligation to provide Releases for Software for which the Licensee has not implemented error-corrections, Bug-fixes, patches, or upgrades made available hereunder.

4) **Service Contact.** Within ten (10) days of the execution of this Licensee, the Licensee shall designate one (1) designated "Support Contact" and two (2) designated backup "Support Contacts" who shall respond to requests for Maintenance and Support Services. VQ shall not be obligated to respond to any request for Maintenance and Support Services made by any person other than the Support Contact except, however, that the Licensee may change the Support Contact from time to time by notifying VQ in writing.

5) **Hours of Service Available.** VQ shall use commercially reasonable efforts to make the Maintenance and Support Services available to the Licensee during normal business hours, Monday through Friday 9:00 a.m. — 8:00 p.m., (UK), excluding weekends and public holidays. –VQ will use commercially reasonable efforts to provide Maintenance and Support Services during weekends and public holidays as detailed in Section 7: Response Time for Priority Levels.

6) **Contacting VQ.** For Support Services, the Support Contact shall email VQ's Support Team at support@vqcomms.com and a ticket shall be raised in accordance with Section 7: Response Time for Priority Levels. VQ shall use commercially reasonable efforts to resolve all queries in accordance with the Priority Levels set out raised in accordance with Section 7: Response Time for Priority Levels.

Contact between VQ and the Support Contact shall be by email only, unless otherwise required by VQ in its sole discretion, and VQ may direct the Support Contact to documentation that explains what the issue is and how to overcome it.

Where VQ deems it reasonably necessary to do so, VQ may request that the Support Contact attend a conference call or remote session in order for VQ's Support Team to investigate an issue. In order to maximize the Support Team's efficiency and to ensure that its engineers are appropriately utilized across the business, VQ will not accept unsolicited requests for calls or remote sessions from the Licensee or its Support Contacts.

7) **Response Times**

Monday to Friday – 9:00 a.m. – 8 p.m. (UK) – excluding weekends and UK public / national holidays.
VQ shall acknowledge receipt of the Licensee request for Support Services, via email ticketing system, within one hour after receiving a request from a Service Contact.
VQ shall respond via email from one of our designated VQ Support Contacts within 4 hours of acknowledgement of receipt of the Licensee's request for Support Services.

Weekends and public / national holidays. (UK)

VQ shall acknowledge receipt of the Licensee request for Support Services, via email ticketing system, within one hour after receiving a request from a Service Contact.

VQ shall respond via email from one of our designated VQ Support Contacts within 24 hours of acknowledgement of receipt of the Licensee's request for Support Services.

Response Times for Priority Levels

Priority	Description	Commencement of investigation
A	Critical errors preventing the use of the Software	The work shall commence as soon as possible, at the latest on the next working day after the Licensee's notice and continued with the highest possible priority, within normal working hours, until the error is fixed. If a fix is not available within 48 hours, a work-around will be proposed and both sides shall agree whether work continues as a priority to produce a permanent fix.
B	Errors impeding the use of the Software	The work shall be started as soon as possible, at latest on the third working day after the Licensee's notice and continued as intensively as possible. If a fix is not available within 5 days, a work-around will be proposed and both sides shall agree whether work continues as a priority to produce a permanent fix.
C	Minor bugs	In case of minor bugs that do not impede the use of the Software, VQ may conclude support activities without a fix in place with the agreement of the Licensee and that such bugs will be reviewed by both sides as part of the ongoing product enhancement and roadmap development process.

In all cases, VQ's standard process is to only issue Releases after a full and successful automated test pattern has been performed on a new build. The full automated test suite includes a test that runs for over 5 days and simulates a year's workload on a large customer system. In a "service down" situation, VQ will run a reduced test pattern to facilitate a quicker release of an emergency version for the Licensee.

Both parties agree that in certain (mutually agreed) circumstances further reductions in the test patterns might be used to facilitate a faster release of software to the Licensee. In all instances, any "interim" releases will be superseded by an Release that has been subject to and passed the automated test patterns and the Licensee agrees to update from the "interim" build to a "standard" build as soon as practical.

VQ and the Licensee shall mutually agree what priority levels shall be designated to the support problem upon receipt of a request for Support Services.

The response times are based on the assumption that VQ is provided with all necessary information in requested form. If not, the times may be adjusted.

8) **Out of Scope Services.** If the Licensee requests Services to correct a Software error or defect and, after a reasonably diligent investigation, VQ determines in good faith that there is no such error or defect or that such error or defect arises from any of the circumstances set forth in Section 3 of this Schedule and the Licensee agrees, the Licensee shall pay VQ for its Services pursuant to such request at VQ's then-current consulting rates.