

EOLOS ENTERPRISE SUBSCRIPTION AGREEMENT

This Eolos Enterprise Subscription Agreement, including all referenced appendices and documents, is between “Eolos” and the purchaser or user of services who accepts the terms of this Agreement (“Client”). The effective date of this Agreement (“Effective Date”) is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Eolos services.

This Subscription Agreement is a license exception to the network disclosure (“copyleft”) requirements of the AGPLv3 license for Eolos software. It also includes additional benefits and promises to the Customer from Eolos. This license exception is granted by Eolos to the Customer executing this Subscription Agreement and upon its payment of the Initial Subscription Fee.

AGPLv3 Section 13 [“Remote Network Interaction; Use with the GNU General Public License”], published at <http://www.gnu.org/licenses/agpl-3.0.html> and quoted below, is hereby deleted in its entirety for the duration of this Subscription Agreement for Eolos software:

“Notwithstanding any other provision of this License, if you modify the Program, your modified version must prominently offer all users interacting with it remotely through a computer network (if your version supports such interaction) an opportunity to receive the Corresponding Source of your version by providing access to the Corresponding Source from a network server at no charge, through some standard or customary means of facilitating copying of software. This Corresponding Source shall include the Corresponding Source for any work covered by version 3 of the GNU General Public License that is incorporated pursuant to the following paragraph.

“Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the work with which it is combined will remain governed by version 3 of the GNU General Public License.”

Upon termination of this Subscription Agreement for any reason, this Section 13 shall be restored to the AGPLv3 license for all subsequent copies or modifications of Eolos software created by Customer after that termination.

All other source code disclosure provisions of AGPLv3 remain in effect. For the avoidance of doubt, any other conveyance of a copy of Eolos software to any third party is as authorized by AGPLv3 and remains subject to the AGPLv3 copyleft obligations: Verbatim Copies (AGPLv3 §4); Modified Source Versions (AGPLv3 §5); and Non-Source Forms (AGPLv3 §6).

The following provisions are additional promises by Eolos as part of this Subscription Agreement:

1. Scope of Agreement

- 1.1 **Framework.** This Agreement establishes a framework that will enable Eolos to provide Services to Client. The services that Eolos will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Eolos, which may consist of one or more mutually agreed order forms. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Services unless otherwise agreed by the parties in writing.
- 1.2 **Affiliates.** Eolos and Client agree that Affiliates of Client may acquire Services from Eolos by entering an Order Form with Eolos that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). “Affiliate” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where “control” is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2. Obligations of the Parties

- 2.1 **On-Site Obligations.** If Eolos personnel are working on Client’s premises (a) Client will provide a safe and secure working environment for Eolos personnel, and (b) Eolos will comply with all reasonable workplace safety and security standards and policies, applicable to Client’s employees, of which Eolos is notified in writing by Client in advance.
- 2.2 **Changes to Work and Delays.** Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party’s reasonable control cause a delay in or otherwise affect Eolos’s ability to perform its obligations under an Order Form, Eolos will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

2.3 Assistance. Client may provide Eolos access to Client information, systems, and software (“Client Information”), and resources such as workspace, network access, and telephone connections as reasonably required by Eolos in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Eolos may affect Eolos’s ability to provide Services, and (b) if reasonable access to Client Information is not provided, Eolos will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Eolos access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

3. Payment

3.1 Fees and Expenses. Fees for the Services (the “Fees”) will be identified in an Order Form and are (a) due upon Eolos’s acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in United States Dollars, unless otherwise indicated, and must be paid in United States Dollars if the amount is payable to Eolos and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Eolos for all reasonable expenses Eolos incurs in connection with the performance of Services. Client agrees to pay Eolos the applicable Fees for each Unit. “Unit” is the measurement of Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. “Subscription Services” mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

3.2.1 Unless otherwise specified in an Order Form, Client will pay Fees and expenses, if any, no later than ten (10) days from the date of each invoice. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Late payments are subject to interest charges of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all collection expenses. Eolos reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

3.3 Taxes. All Fees are exclusive of Taxes. Client will pay Eolos an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Eolos. “Taxes” means any form of sales, use, value added, service tax, research & development tax, or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Eolos. If Client is required to withhold or deduct any portion of the payments due to Eolos, Client will increase the sum payable to Eolos by the amount necessary so that Eolos receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. License and Ownership

4.1 Freedom to Use Ideas. Subject to Section 9 and Client’s rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Eolos, without an obligation to account, in any way Eolos deems appropriate, including by or for itself or its clients or customers.

4.2 Marks. Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Eolos, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Eolos trademarks.

5. Reporting and Inspection

5.1 Reporting. Client will notify Eolos promptly if the actual number of Units of Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Eolos will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.

5.2 Inspection. During the term of this Agreement and for one (1) year thereafter, Eolos or its designated agent may inspect Client’s facilities and records to verify Client’s compliance with this Agreement. Any such inspection will take place only during Client’s normal business hours and upon no less than ten (10) days prior written notice from Eolos. Eolos will give Client written notice of any non-compliance, including the number of underreported Units of Services, and Client will have fifteen (15) days from the date of this notice to make payment to Eolos for the applicable Services provided with respect to the underreported Units. If Client under reports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Eolos for the cost of such inspection.

6. Term and Termination

6.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

- 6.2.1** The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.
- 6.2.2** If Client or Eolos materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Eolos, in the event either party terminates an Order Form, Client will pay Eolos for all Services provided up to the effective date of termination.
- 6.3 Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 11, 12.1, 12.5-12.13, and 13 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

7. Continuing Business

Nothing in this Agreement will preclude or limit Eolos from providing materials, or services for itself or other clients, irrespective of the possible similarity of such materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

8. Limitation of Liability and Disclaimer of Damages

- 8.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, EOLOS'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY EOLOS DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.**
- 8.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL EOLOS BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF EOLOS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

9. Confidentiality

- 9.1 Obligations.** During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Eolos or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.
- 9.2 Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

- 10.1 General Representations and Warranties.** Eolos represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client.
- 10.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES ARE PROVIDED BY EOLOS "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EOLOS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT EOLOS WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND EOLOS'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF EOLOS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION.

11. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States of America without giving effect to the conflicts of law's provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the non-exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Delaware, US, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

12. Miscellaneous

- 12.1 Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form.
- 12.2 Assignment.** This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.
- 12.3 Independent Contractor.** Eolos is an independent contractor and nothing in this Agreement or related to Eolos's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Eolos (or any Eolos personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Eolos may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Eolos remains responsible to Client for performance of its obligations hereunder.
- 12.4 Force Majeure.** With the exception of the Payment as outlined in Section 3, neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 12.5 Non-solicitation.** Client agrees not to solicit or hire any personnel of Eolos involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Eolos who, without other solicitation, responds to advertisements or solicitations aimed at the general public.
- 12.6 Export and Privacy.** Eolos may supply Client with technical data that is subject to export control restrictions. Eolos will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 12.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Eolos may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Eolos, its Affiliates, Business Partners and/or subcontractors, which may be located worldwide.
- 12.7 Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights.
- 12.8 Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

- 12.9 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.
- 12.10 Waiver.** The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.
- 12.11 Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Any claim relating to the provision of the Services by Eolos, will be made against Eolos alone.
- 12.12 Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable OrderForm.
- 12.13 Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.
- 13 Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.
- 14 Publicity Rights.** Eolos may identify any purchaser or user of these services as a customer in Product promotional material. Purchaser or user may request that Eolos cease identifying them at any time by submitting an email to hola@eolos.la Requests may take 30 days to process.

END USER LICENSE AGREEMENT

Eolos products are proprietary software applications. Your use of Eolos products is subject to the terms and conditions as outlined in the End User Agreement.

This End User Agreement ("Agreement") is a binding legal document between Eolos and you, which explains your rights and obligations as an End User of Eolos products. "End User" means either (a) you as an individual or (b) your company, if you are using Eolos products in your capacity as an employee or agent of a company. You identify the specific "End User" during the registration process. "Eolos" means Eolos, Inc. with address 9600 Escarpment Blvd STE 745, Austin, Texas 78749, USA.

By allowing the "I Agree to the terms and conditions of the End User Agreement" box to remain checked, or by installing or using any Eolos products, End User agrees to be bound by this Agreement. If you do not agree to this Agreement, then uncheck the "I Accept" box and do not install or use Eolos products. The "Agreement" also includes any Eolos policies or documents referenced in this document, including Eolos's Privacy Policy.

From time to time, Eolos may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. All order forms will be governed by the date of the accepted order form with the current EULA in place.

By using any Product after any modifications, End User agrees to all of the modifications.

1. Introduction to Eolos's Products and License Terms.

1.1 What's Included in "Software". Eolos offers many different software products for download under the Restcomm or Eolos brand. "Software" means any Eolos product that End User orders from Eolos (or an Eolos Expert, as described below) and downloads from Eolos. The term also includes (a) related documentation, (b) any Updates (defined below) to the Software, (c) any add-ons, plug-ins, APIs or Internet-based components of the Software provided by Eolos (but not third parties) ("Supplementary Software"), and (d) any third party software embedded in or provided with Eolos's software ("Embedded Software"). End User's detailed rights to use Software are in Section 2 below. To be clear, any add-ons, plug-ins, APIs or other code offered by third parties (through the Eolos Marketplace or otherwise) or created by End User itself are not "Software", and Eolos is not responsible for and does not offer any warranty, indemnity or support for those items.

1.3 The "Products". This Agreement uses "Products" to refer to the Software.

2. License to Use Eolos Software

2.1 Software, Generally. Eolos grants End User a worldwide, non-exclusive, non-transferable, non-sublicenseable right to use the Software, subject to the terms and conditions of this Agreement. Only Authorized Users may use the Software, and only up to the permitted number of active software instances, concurrent transactions or concurrent Authorized Users (except for Non-Production Purposes, as described below). All use of Software must be in accordance with the relevant Eolos documentation and policies. End User may make a limited number of copies of the Software as is strictly necessary for purposes of data protection, archiving, backup, and testing and internal development (e.g., of End User Modifications or End-User Plug-ins, as defined below, but not development of End User's unrelated products or services) ("Non-Production Purposes"). For clarity, End User's employees and contractors may use the Software for these Non-Production Purposes, and End User will be responsible for their compliance with this Agreement on all the same terms as for Authorized Users, except that these users will not count against End User's limit of Authorized Users, and End User will not need to pay additional fees for these users. Unless Eolos agrees otherwise in writing, End User may only install, use or make available the Software on End User's hardware systems, whether owned, leased or controlled. End User will be responsible for any use of the Software on any hardware systems not owned, leased or controlled by End User ("Uncontrolled Systems").

When buying a license to the Software or a subscription to the Hosted Services, End User pays fees for a combination of specific number of active software instances, authorized maximum concurrent transactions or a specific number of authorized maximum users or subscribers.

- 2.2 Updates and Supplementary Software.** The terms for Software in this Agreement apply to any Updates and Supplementary Software, unless Eolos provides different terms. Eolos may cease making available Supplementary Software and Internet-based services used with the Software (e.g., the Eolos Plugin Checkup tool) at any time.
- 2.3 Open Source Software.** The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software
- 2.4 Evaluation Software.** This paragraph applies to any Software that Eolos makes available on an evaluation basis ("Evaluation Software"). End User may only use the Evaluation Software for internal evaluation purposes for the period specified by Eolos (or, if not specified, for 30 days), and may only permit a limited number of users (specified by Eolos) to access the Evaluation Software. After the evaluation period, End User must delete all copies of the Evaluation Software. End User acknowledges that Evaluation Software may not be fully functional. Notwithstanding anything else in this Agreement, Eolos does not offer any warranty, indemnity or support for any Evaluation Software.
- 2.5 Source Code.** Eolos may provide some elements of Software in source code form ("Source Code"). Unless otherwise specified, End User may modify Source Code solely to develop bug fixes, customizations, and additional features ("End User Modifications") and, notwithstanding anything else in this Agreement, may only use End User Modifications internally for purposes of using the Software licensed from Eolos. Eolos will have no support, warranty, indemnity or other obligations relating to, and assumes no liability for, any End User Modifications or any effect they may have on the operation of the Products.
- 2.6 IP Protection Mechanisms.** The Software has license protection mechanisms designed to manage and protect Eolos's and its suppliers' and licensors' intellectual property rights. Whether using Source Code or not, End User must not modify or alter these mechanisms or try to circumvent them or the usage rules they are designed to enforce.

4. Important Customer Obligations

- 4.1 Accounts and Passwords.** End User will provide accurate, current and complete information when registering with Eolos and ordering Products and agrees to update its information if it changes. End User will keep all its Authorized Users' passwords and usernames confidential and will not share them with third parties. End User is responsible for all actions taken through its accounts.
- 4.3 Rules for Plug-ins.** End User may develop its own plug-ins for various Products ("End User Plug-ins") and may distribute End User Plug-ins to third parties, but only for those Products permitted by Eolos, and only in accordance with Eolos's published plug-in and API guidelines. End User Plug-ins distributed through the Eolos Marketplace will be subject to the posted terms for the Eolos Marketplace.
- 4.4 Use by End User's Customers.** End User's customers ("Customers") may be Authorized Users. End User will be responsible for Customers the same as any other Authorized User and must enter into valid, binding agreements with Customers consistent with this Agreement, including the additional conditions below. A Customer's permitted use of Products under this Agreement is called "Customer Use".

In addition to all other terms in this Agreement, the following conditions apply to Customer Use:

- (a) End User may not distribute or make available any Product on a standalone basis. Instead, End User may only make available the Product to Customers in order to support Customers' use of content and features that are part of End User's own existing offerings.
- (b) End User may not resell or OEM the Product or otherwise charge Customers for use of the Product itself, but may charge End Users as part of an overall program that includes access to End User content or features as supported by the Product. Example: A paid support offering that includes, as a minor component, access to the support forum.
- (c) Customers may interact with the Product, but may not receive any administrator, configuration or similar access to the Product.
- (d) In making available Products to Customers, End User may not violate any other term or condition in this Agreement, such as reverse engineering and anti-circumvention restrictions.

Eolos will not have any direct or indirect liability or obligation to any Customers, and Customers do not acquire any rights under this Agreement.

Eolos understands that Product usage may be flexible and that End Users may identify new proposed uses for the Products. If End User has questions about whether a proposed use complies with these rules, please contact Eolos at hola@eolos.la.

4.5 Conditions on Use of Products. End User will not, and will not allow any Authorized User or other third party to: (a) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) any Product to any third party (for use in its business operations or otherwise) or anyone else besides Authorized Users (including Customers) in accordance with this express terms of this Agreement, or permit anyone besides Authorized Users to use any data or information not owned by End User that is generated by the Products (and, in the event End User grants any security interest in any Products, the secured party has no right to use or transfer the Products); (b) use any Product to provide, or incorporate any Product into any product or service provided to, a third party, except as expressly permitted above for Customer Use; (c) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to Products (including any data structure or similar materials produced by the Products), except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Eolos); (d) modify, adapt or create derivative works of a Product (excluding End User Modifications and End User Plug-ins); (e) remove or obscure any proprietary or other notices of Eolos or any third party contained in any Product (including any information or data generated by the Products); (f) publicly disseminate information regarding the performance of Products; (g) use any Product for commercial solicitation purposes or spam; (h) use the Eolos name or any Eolos trademarks or logos except as permitted in Section 4.6 (Attribution); or (i) commit any act or omission that could result in damage to Eolos's or its suppliers' or licensors' reputations. End User will not attempt to do any of the foregoing, encourage others to do so, or otherwise attempt to bypass or circumvent any usage restrictions in this Agreement.

4.6 Attribution. In any use of the Software, End User must include the following attribution to Eolos on all user interfaces in the following format: "Powered by Eolos", which must in every case include a hyperlink to <http://www.eolos.la>, and which must be in the same format as delivered in the Software. This clause is intended for visual web tools such as the Admin UI and Restcomm Visual Designer. It does not apply to USSD or SMS content.

4.7 Export Control. If a Product is acquired by End User in the United States, End User acknowledges that the Product is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. In any case, the import and export of any Product may be subject to control or restriction by applicable local law. End User is solely responsible for determining the existence and application of any such law to any proposed import and export and for obtaining any needed authorization. End User agrees not to export, directly or indirectly, any Product (or any direct product thereof) from any country in violation of applicable laws.

4.8 Indemnification. End User will indemnify, defend and hold harmless Eolos from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any breach by End User (including any Authorized Users) of this Agreement, (b) any End User Data, (c) any End User Modifications, End User Plug-ins or other modifications of or combinations with a Product, or any service or product offered by End User in connection with or related to a Product, (d) any Uncontrolled Systems, or (e) any representations or warranties made by End User (including any Authorized User) regarding a Product to third parties. This indemnification obligation is subject to End User receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for End User to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim, provided that Eolos may participate in the claim at its own expense and End User may not settle any claim without Eolos's prior written consent; and (iii) all reasonable necessary cooperation of Eolos at End User's expense.

6. License Certifications and Audits

Upon Eolos's written request, End User will provide Eolos with a signed certification certifying that all Products are being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice of at least ten (10) days, Eolos (or its authorized agent) may audit the use of the Products by End User and its Authorized Users and any Customers, provided such audit is during regular business hours. End User will provide reasonable assistance and access to information in the course of any audit. End User is responsible for such audit costs only in the event the audit reveals that End User's use of the Products is not in accordance with the permitted scope of use. In the event that any certification or audit reveals that End User has exceeded its permitted number of Authorized Users, Eolos may invoice End User for any past or ongoing excessive use and End User will pay the invoice in accordance with Section 5 (Fees and Payment). This remedy is without prejudice to any other remedies available to Eolos at law or equity or under this Agreement.

End User understands that Eolos may report audit results to any applicable Embedded Software Licensor or may assign the right to audit End User in this Section 6 to Embedded Software Licensors. When the audit is assigned, then notwithstanding anything else in this Agreement to the contrary, End User Licensor will not be responsible for End User's costs incurred in cooperating with the audit.

7. Eolos's Ownership Rights; Feedback

Eolos and its licensors reserve all rights not expressly granted to End User in this Agreement. Eolos or its licensors own the title, copyright, and other intellectual property rights in the Products and all copies, modifications and derivative works of the Products and underlying software (including any incorporating Feedback) ("Eolos Technology"), and End User does not acquire any ownership rights in Eolos Technology. All Products are licensed, not sold.

"Feedback" means any feedback, comments, suggestions or materials (including, to the extent disclosed to Eolos, any End User Modifications, but excluding End User Plug-ins) that End User may provide to Eolos about or in connection with the Products, including any ideas, concepts, know-how or techniques contained therein. End User may provide Feedback in connection with Maintenance and otherwise. End User hereby grants Eolos a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback in the Products. End User agrees that Eolos may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed End User's Confidential Information, and nothing in this Agreement (including Section 8 (Confidentiality)) limits Eolos's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

8. Confidentiality

Except as otherwise set forth in Section 7 (Eolos's Ownership Rights; Feedback) above, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Eolos Technology, performance information relating to the Products, and the terms and conditions of this Agreement shall be deemed Confidential Information of Eolos without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Termination

This Agreement will continue so long as End User has a license to the Software, unless earlier terminated. Eolos may suspend or terminate this Agreement and End User's account, with respect to one or more of the Products, if End User fails to comply with the terms and conditions of this Agreement, including any failure to pay fees when due. Eolos may terminate any free account or evaluation usage at any time in its sole discretion.

End User may terminate this Agreement at any time with notice to Eolos.

Immediately upon termination of any license or subscription right granted under this Agreement, End User's license to Software will cease, and End User must at its own cost: (a) cease using (and require all Authorized Users, and anyone else to cease using) all the terminated Products; (b) remove all copies of Software from its computer systems and any Uncontrolled Systems; and (c) return to Eolos all Software or provide Eolos with written certification that it has destroyed all copies of the Software and other Eolos Confidential Information in its possession, custody or control. Upon termination of this Agreement for whatever reason, End User will not be entitled to credits or refunds for any unused portion of this Agreement, including but not limited to unused maintenance and support.

At the date of termination of this subscription agreement, access to the customer support portal, knowledge base, newer binary updates or source code, will be suspended. End User will not be granted the right to install Eolos software on any new installations without prior compliance with Fees and Payments.

All payment and other obligations accrued as of the date of any expiration or termination of this Agreement, and Sections 4.5 (Conditions on Use of Products), 4.7 (Export Control), 4.8 (Indemnification), 6 (License Certifications and Audit), 7 (Eolos's Ownership Rights; Feedback); 8 (Confidentiality), 9 (Termination), 11 (Warranties; Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Publicity Rights) 14 (Assignment), 15 (Governing Law and Arbitration), 16 (DMCA Notices), 17 (Government End Users) and 18 (General) will survive expiration or termination.

10. Eolos Infringement Indemnification

Subject to the remainder of this Section 10, Eolos will indemnify, defend and hold End User harmless against a claim to the extent based on an allegation that End User's use of a Product (in the form provided by Eolos) in compliance with this Agreement infringes a United States or European Union patent or registered copyright ("Claim"), and will pay those damages and costs finally awarded against End User by a court of competent jurisdiction, or agreed to in writing by Eolos as settlement, as a result of such Claim, provided that Eolos is (i) promptly notified and furnished a copy of such Claim, (ii) given all relevant evidence in End User's possession, custody or control, and (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement. Eolos will have no obligation to defend and no liability for any damages or costs to the extent that a Claim is based upon: (i) use of a Product in combination with any non-Eolos product, software or equipment; (ii) use of a Product in a manner or for an application other than for which it was designed or intended to be used, regardless of whether Eolos was aware of or had been advised of such use; (iii) modifications to a Product by any person or entity other than Eolos (including any End User Modifications); or (iv) other circumstances or occurrences that are covered in End User's indemnification obligations in Section 4.8.

If a Product becomes, or in the opinion of Eolos may become, the subject of a Claim, Eolos may, at its option and in its discretion: (i) procure for End User the right to use the Product free of any liability; (ii) replace or modify the Product to make it non-infringing; or (iii) terminate End User's right to continue using such Product and refund, in the case of Software, any license fees related to this Software paid by End User (depreciated on a three-year straight line basis) or, in the case of a Hosted Service, any prepaid amounts for the service no longer being provided.

This Section 10 states the sole liability of Eolos and the exclusive remedy of End User for any infringement of intellectual property rights in connection with any Product or other items provided by Eolos under this Agreement.

11. Warranties; Disclaimers of Warranties

11.1 General. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if End User is an entity, this Agreement and each order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

11.2 DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, Eolos AND ITS THIRD PARTY SUPPLIERS/LICENSORS PROVIDE THE PRODUCTS (INCLUDING THE HOSTED SERVICES, SOFTWARE AND ANY MAINTENANCE) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, Eolos AND ITS THIRD PARTY SUPPLIERS/LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY (1) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, (2) THAT (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCTS WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY END USER THROUGH THE PRODUCTS WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Eolos AND ITS THIRD PARTY SUPPLIERS/LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO, AND ASSUME NO LIABILITY FOR, ANY PRODUCTS PROVIDED ON AN EVALUATION BASIS. IN ADDITION, Eolos AND ITS THIRD PARTY LICENSOR/SUPPLIERS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF Eolos.

END USER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

12. Limitation of Liability

12.1 MAXIMUM LIABILITY. EXCEPT WITH RESPECT TO AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS IN SECTION 4.8 AND 10 OR END USER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS RELATING TO THE PRODUCTS, NOTWITHSTANDING ANY DAMAGES EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF EITHER PARTY TO THIS AGREEMENT UNDER ANY PROVISION OF THIS AGREEMENT AND THE OTHER PARTY'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE ACTUAL DAMAGES SUCH PARTY INCURS, UP TO THE AMOUNT ACTUALLY PAID BY END USER FOR (A) SUCH SOFTWARE, DEPRECIATED ON A THREE-YEAR STRAIGHT LINE BASIS, OR (B) SUCH HOSTED SERVICE IN THE LAST TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMBEDDED SOFTWARE LICENSORS WILL NOT BE LIABLE TO END USER FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT DAMAGES OR THE TYPES OF DAMAGES DISCLAIMED IN SECTION 12.2 BELOW.

12.2 OTHER DISCLAIMERS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR END USER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS RELATING TO PRODUCTS, IN NO EVENT SHALL EITHER PARTY (OR THEIR RESPECTIVE THIRD PARTY SUPPLIERS/LICENSORS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. END USER SPECIFICALLY UNDERSTANDS AND AGREES THAT Eolos (ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS/LICENSORS) DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO LOSS, LOSS OF USE OR CORRUPTION OF ANY END USER DATA (OR OTHER DATA END USER MAY PROVIDE) AND THE COSTS OF PROCUREMENT OF ANY SUBSTITUTE GOODS.

12.3 Failure of Essential Purpose. The parties agree that the limitations specified in this Section 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12.4 Force Majeure. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party.

13. Publicity Rights

Eolos may identify End User as a customer in Product promotional material. End User may request that Eolos cease identifying End User at any time by submitting an email to hola@eolos.la Requests may take 30 days to process.

14. Assignment

End User may not assign this Agreement without the prior written consent of Eolos (which consent will not be unreasonably withheld), provided that the assignee agrees to be bound by the terms and conditions contained in this Agreement. Eolos may assign its rights and obligations under this Agreement in whole or in part without consent of End User. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

15. Governing Law and Arbitration

15.1 Applicable Law; Venue. This Agreement is governed by the laws of Delaware (with regard to conflict of law principles), and, subject to Section 15.2, the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Delaware, USA.

15.2 Arbitration. Except in circumstances where a party seeks urgent injunctive relief, before commencing any court proceedings, if any disputes arise under this Agreement the parties will negotiate in good faith to resolve the dispute and if the dispute has not been resolved within sixty (60) calendar days by the relevant parties using their best efforts to resolve the dispute, the dispute will be referred to arbitration and determined under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules with any hearings to be held at either the International Commercial Arbitration Center in Amsterdam (Holland) or San Francisco, CA (USA), as mutually agreed by the parties.

15.3 Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted.

16. DMCA Notices

If End User believes that any content on Eolos's Hosted Services or site violates its copyright, it should notify Eolos's copyright agent in writing. The contact information for Eolos's copyright agent is at the bottom of this section. Eolos cannot take action unless End User gives us all the required information.

In order for Eolos to take action, End User must do the following in its notice:

- (i) provide End User's physical or electronic signature;
- (ii) identify the copyrighted work that End User believe is being infringed;
- (iii) identify the item that End User thinks is infringing and include sufficient information about where the material is located (including which website) so that Eolos can find it;
- (iv) provide Eolos with a way to contact End User (such as address, telephone number, or email);
- (v) provide a statement that End User believes in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by Eolos; and
- (vi) provide a statement that the information End User provides in its notice is accurate, and that (under penalty of perjury), End User is authorized to act on behalf of the copyright owner whose work is being infringed.

Here is the contact information for Eolos's copyright agent:

Copyright Enforcement Eolos,
 IT Corp.
 3663 SW 8th. St. Suite 210
 Coral Gables, FL 33135
 USA
 E-Mail: hola@eolos.la

17. Government End Users

The Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes.

18. General

This Agreement is the entire agreement between End User and Eolos relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended except as described on the first page of this Agreement or otherwise with the written agreement of Eolos (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Agreement breaches any provision of this Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Agreement. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereundershall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.

Should you have any questions concerning this Agreement, or if you desire to contact Eolos for any reason, please contact us.