Eolos MASTER AGREEMENT

This Eolos Master Agreement, including all referenced appendices and documents, is between "Eolos IT Corp" 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 IT Corp's services.

1.   Purpose of Agreement.

1.1   Framework. This Agreement establishes a framework that will enable Eolos IT Corp to provide Services to Client. The services that Eolos IT Corp will provide to Client are described in the Appendixes to this agreement, or 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 IT Corp and Client agree that Affiliates of Client may acquire Services from Eolos IT Corp by entering an Order Form with Eolos IT Corp 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   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 IT Corp's ability to perform its obligations under an Order Form, Eolos IT Corp will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

2.2   Assistance. Client may provide Eolos IT Corp access to Client's personal data and Client's information, systems, and software ("Client Information"), and resources such as workspace, network access, and telephone connections as reasonably required by Eolos IT Corp

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 IT Corp may affect Eolos IT Corp's ability to provide Services, (b) it is necessary for Eolos IT Corp to process Client's data in order to perform this contract, and (c) if reasonable access to Client Information is not provided, Eolos IT Corp will be relieved from providing any Services dependent upon such access. Client will obtain any third-party consents necessary to grant Eolos IT Corp 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. Client will ensure such third-party consents that Client obtains will be in compliance with the GDPR.

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 IT Corp'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. Client agrees to pay Eolos IT Corp the applicable Fees for each Unit. "Unit" is the measurement of Service usage defined in the applicable Order Form. For the Services provided pursuant to this Agreement, Client shall pay Eolos IT Corp per the pricing and provisions set forth in the relevant Order Form (s) that is entered into between the parties. Eolos IT Corp may update these Services from time to time, including additional services that will be offered, metered, and invoiced. Any additional Services updates will be provided to Client at least fifteen (15) days prior to the update going into effect. Any changed pricing of existing Services will become effective thirty (30) days after Eolos IT Corp gives written notice of the changed pricing to Client. Notice will be given via email to the email address that Client has provided. Unless otherwise specified in a notice, all updates will be effective upon the date stated in the Notification. The updated version of these Services will supersede all prior versions. By continuing to use these Services, Client is accepting any and all updates. If Client does not agree to any updates, Client should stop using the Services. Any renewal of Services will be at the price per Unit listed in the applicable Order Form, which may be higher than any prior Order Form pricing.

3.2   Invoices

3.2.1 At the beginning of each calendar month, Eolos IT Corp will invoice Client for the fees incurred in the prior calendar month. Client will pay all of the undisputed fees within thirty (30) days of the date of receipt of the invoice. Unless otherwise agreed in writing, all undisputed fees are payable in United States dollars. Payment obligations cannot be canceled, and fees paid are non-refundable. If Client is overdue on any payment of undisputed fees and fail to pay within ten (10) business days of a written notice of overdue payment, then Eolos IT Corp may assess a

late fee. The late fee will be either 1.0% per month, or the maximum amount allowable by applicable law, whichever is less. Following the notice of non-payment, Eolos IT Corp may also suspend the Services until Client pays the undisputed fees due plus any late fees.

3.2.2 If Client disputes any fees or Taxes, Client must act reasonably and in good faith and must cooperate diligently with Eolos IT Corp to resolve the dispute. Client must notify Eolos IT Corp in writing if Client dispute any portion of any fees paid or payable by Client pursuant to the Services. Client must provide that written notice to Eolos IT Corp within fifteen (15) days of receipt of the invoice for the charge Client wants to dispute. Both parties will work together to resolve the dispute promptly.

3.3 **Taxes.** All Fees are exclusive of Taxes. Client is responsible for and shall pay all Taxes imposed on or with respect to the Services that are the subject of this Agreement. "Taxes" means any form of sales, federal, state, local, use, value added, GST, service tax, research & development tax, fees, charges, 911 taxes, franchise fees, other license or business and occupation taxes, universal service fund fees, telecommunications provider surcharges, excise, or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Eolos IT Corp. If Client is required to withhold or deduct any portion of the payments due to Eolos IT Corp, Client will increase the sum payable to Eolos IT Corp by the amount necessary so that Eolos IT Corp receives an amount equal to the sum it would have received had Client made no withholdings or deductions. To the extent any Applicable Taxes are imposed by law on Eolos IT Corp, Eolos IT Corp may add a surcharge to the price of the affected Services to recover the amount of such Applicable Taxes from Client. The payment of any of the aforementioned taxes, except income tax, shall be the sole responsibility of Client, and Client agrees to indemnify and hold Eolos IT Corp harmless from any liability therefor.

4. **License and Ownership**

4.1 **Software, Generally.** Eolos IT Corp grants Client a worldwide, non-exclusive, non-transferable, non-sublicenseable right to use the commercially licensed Eolos code, subject to the terms and conditions of this Agreement and any Order Forms. Client may white-label the Eolos IT Corp Platform and services that are hosted on the Platform, to its respective third-party agents, contractors, customers and Affiliates. This license is granted by Eolos IT Corp to the Client executing this Subscription Agreement and upon its payment of the Initial Subscription Fee. All use of Software must be in accordance with the relevant Eolos IT Corp documentation and policies, which are located at https://www.eolos.la/terms

4.2 **Freedom to Use Ideas.** Subject to Sections 9, 10, 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, analytics, and other information and materials developed in and during the course of any Order Form may be used by Eolos IT Corp, without an obligation to account, in any way Eolos IT Corp deems appropriate, including by or for itself or its clients or customers. Client may request that Eolos IT Corp develop for Client, as a work for hire, modifications, design change implementations or other developments as part of a Statement of Work, or may develop its own software, technology, products, services or other implementations to be used in conjunction with the Services or application programming interfaces and related sample code [APIs] provided by Eolos IT Corp under this Agreement. If any Statement of Work outlines a modification, design change implementation or other development to be done specifically at the request of Client, Client and Eolos IT Corp agree that the associated Statement of Work will address the ownership, any requisite licensing of said work and the payment for such work. The Parties expressly agree and stipulate that the Eolos Master Agreement is NOT a work for hire between the parties, and no IP rights will transfer on the basis of the Eolos Master Agreement.

4.3 **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 IT Corp, Client or third party trade names, service marks or trademarks.

5. Intentionally Deleted

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 ninety (90) 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 IT Corp 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 IT Corp, in the event either party terminates an Order Form, Client will pay Eolos IT Corp 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, 6.3, 7, 8, 9, 10, 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 IT Corp 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, Disclaimer of Damages, Indemnification

8.1   Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, EOLOS IT CORP'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 OR SERVICES, 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 FOR ANY YEAR THE GREATER OF (A) US$1,000,000 OR (B) THE AMOUNT ACTUALLY PAID BY CLIENT FOR SUCH SOFTWARE AND SERVICES, DEPRECIATED ON A THREE-YEAR

STRAIGHT LINE BASIS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND VENDORS. IF THE PERTINENT JURISDICTION DOES NOT ALLOW SUCH LIMITATIONS AS WRITTEN, THEN THE MAXIMUM PERMISSIBLE LIMITATIONS SHALL APPLY.

8.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL EOLOS IT CORP 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, INFRINGEMENT 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 IT CORP 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.

8.3 Mutual Indemnification

8.3.1 Indemnification by Eolos IT Corp. We will defend you from and against all claims, demands, suits or proceedings made or brought against you by a third party alleging that the Services infringe or misappropriate such third party's intellectual property rights ("Infringement Claim"), and will indemnify you from any damages, attorney fees, and costs finally awarded against you as a result of, or for amounts you pay to settle an Infringement Claim under a settlement for which Eolos IT Corp has given its written approval.

8.3.2 Infringement Options. If your use of the Services has become, or in Eolos IT Corp's opinion is likely to become, the subject of any Infringement Claim, Eolos IT Corp may at its option and expense: (a) procure for you the right to continue using the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate these Terms and refund you any unused pre-paid fees. This Section 8.3.2 states your exclusive remedy for any Infringement Claim by a third party.

8.3.3 Limitations. Eolos IT Corp will have no liability or obligation with respect to any Infringement Claim and a court award of damages (a) arising out of your use of the Services in breach of these Terms, (b) arising out of the combination, operation, or use of the Services with

other applications, portions of applications, products, or services where the Services would not by themselves, and without modification, be infringing, or (c) arising from Services for which there is no charge.

8.3.4   Indemnification by You. You will defend Eolos IT Corp, its officers, directors, employees, and affiliates ("Eolos IT Corp Indemnified Parties") from and against any claim, demand, suit or proceeding made or brought against a Eolos IT Corp Indemnified Party by a third party alleging or arising out of (a) your or any of your End Users' breach of these Terms or obligations, or breach of your representations or warranties under Section 10 of these Terms; (b) your or any of your End Users' use of the Services or any activities under these Terms; or (c) your Client Application, including, without limitation, any intellectual property claims for infringement or misappropriation relating to each Client Application (collectively, "Client Indemnifiable Claims") and will indemnify Eolos IT Corp from any damages, attorney fees, and costs finally awarded against Eolos IT Corp Indemnified Parties as a result of, or for amounts paid by Eolos IT Corp Indemnified Parties to settle a Client Indemnifiable Claim under a settlement for which you have given your written approval.

8.3.5   Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("Indemnified Party") will promptly notify the indemnifying party ("Indemnifying Party") of any Infringement Claim or Client Indemnifiable Claim, as applicable (collectively referred to as a "Claim"), provided, however, that the failure to give such prompt notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified Party, which consent will not be unreasonably withheld); and (c) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent.

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 IT Corp 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 or within thirty (30) days following the oral disclosure; or (iii) would be understood by a reasonable person to be confidential, whether due to the nature of the information or the circumstances surrounding its 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 IT Corp** 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 **GDPR Processing of Personal Data.** As of May 25 2018, Eolos IT Corp is in full compliance with the GDPR. As per Article 5 of the GDPR, Processing of Personal Data, Eolos IT Corp represents that the personal data will be processed lawfully, fairly and in a transparent manner. It will be collected for specified, explicit, and legitimate purposes. It will be adequate, relevant, and limited to what is necessary for the purposes for which it is being processed. The information will be accurate, and kept up to date. The information will be kept in a form which permits identification of data subject for no longer than is necessary for the purpose of the data processed. Further, Eolos IT Corp will process the data in a manner that ensures appropriate

security of the personal data.

10.3 **California Consumer Privacy Act "CCPA."** As of January 1, 2020, Eolos IT Corp is in full compliance with the CCPA, to the extent that it applies to Eolos IT Corp. Eolos IT Corp represents that it will not sell your personal information, or the personal information of your end users. Eolos IT Corp represents that it will not process your personal data for any commercial purpose, other than providing the services. Eolos IT Corp represents that it will not retain, use or disclose your personal information outside of the scope of the agreement we have with you.

10.4 **Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, OR MANDATED BY THE GDPR UNDER SECTION 10.2, OR BY THE CCPA UNDER SECTION 10.3, OR BY A THIRD-PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES ARE PROVIDED BY EOLOS IT CORP "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 IT CORP DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT EOLOS IT CORP WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10, CLIENT'S EXCLUSIVE REMEDY, AND EOLOS IT CORP'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF EOLOS IT CORP CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY 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.**

10.5 **General Representations and Warranties. Client** represents and warrants that it has the authority to enter into this Agreement with Eolos IT Corp.

10.6 **Recordings and Communications Monitoring.** Client represents and warrants that if Client records or monitors telephone calls, SMS messages, or other communications using the Services, then Client will comply with all applicable laws prior to doing so and will secure all required prior consents to recording or monitoring communications using the Services. Eolos IT Corp makes no representations or warranties with respect to recording or monitoring of telephone calls, SMS messages, or other communications. Client acknowledges that these representations, warranties, and obligations are essential to the ability of Eolos IT Corp to provide access to recording and monitoring features that are part of the Services, and Client agrees to indemnify and hold Eolos IT Corp harmless from any liability therefor.

11.   Governing Law, Arbitration and Mediation. 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 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. The parties also agree that if a dispute arises from or relates to this contract or the breach thereof, 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. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be the State of Delaware, USA, or another location mutually agreeable to the parties. The arbitration shall be governed by the laws of the State of Delaware. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The prevailing Party shall be entitled to an award of its reasonable attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding any language to the contrary in the contract documents, the parties hereby agree: that the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying

Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

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 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 IT Corp is an independent contractor and nothing in this Agreement or related to Eolos IT Corp's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Eolos IT Corp (or any Eolos IT Corp 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 IT Corp 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 IT Corp 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, communicable diseases, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

12.5   Non-solicitation. Both Parties to this Agreement agree not to solicit or hire any personnel of the other Party 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 either Party may hire an individual employed by the other Party who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

12.6 **Export and Privacy.** Eolos IT Corp may supply Client with technical data that is subject to export control restrictions. Eolos IT Corp 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 IT Corp 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 IT Corp, its Affiliates, Business Partners and/or subcontractors, which may be located worldwide. Client agrees and covenants to comply with all applicable laws, ordinances and regulations, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws, anti-competition laws, and export compliance laws. Client will not take any action, or fail to take any action, that would result in Eolos IT Corp violating any such law, rule, ordinance or regulation.

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, subject to Section 11.

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 minimal 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 IT Corp, will be made against Eolos IT Corp 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 Order Form.

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/or electronic signatures, 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 IT Corp may identify the Client as a customer in Product promotional material. Client may request that Eolos IT Corp cease identifying Client at any time by submitting an email to sales@Eolos IT Corp.com. Requests may take 30 days to process.
Each of the parties has executed this Agreement by its duly authorized representatives as of the Effective Date.

Client   **Eolos IT Corp**

_____   _____
Signature   Signature

_____   _____

Printed Name   Printed Name

_____   _____

Title   Title

_____   _____

Date   Date

In order for Eolos IT Corp to process this Agreement, please sign and return this Agreement in soft copy as an email and hard copy to Eolos IT Corp as follows:

Address: Eolos IT Corp, Inc.
                 3663 SW 8th. St. Suite 210, 33135 Coral gables, FL,
                 United States, USA
Attention: Contracts Administrator

To Client: Please provide contact information for exchange of countersigned documents below:

  Facsimile: _____

  Address: _____

                     _____

                     _____

  Attention: _____

Exhibit B- Service Level Agreements

1. Cloud Up-Time SLA
   1.1. This Eolos Cloud API Service Level Agreement ("SLA") governs the use of the Cloud API under the Eolos IT Corp Terms of Service (the "TOS") between Eolos IT Corp, Inc. ("Eolos IT Corp", "us" or "we") and users of the Cloud API ("you" or "Client"). This SLA applies separately to each account using the Cloud API. Eolos IT Corp reserves the right to change the terms of this SLA. Clients will be notified via their registered email address about change in terms.
   1.2. Service Commitment. Eolos IT Corp will use commercially reasonable efforts to make the Eolos Cloud API available 99.50% of the time.
   1.3. DEFINITIONS
      1.3.1. "Unavailable Time" means the Cloud API is not available for use according to third party performance and monitoring services contracted by Eolos IT Corp at its sole discretion (the "Monitoring Service"). The Monitoring Service reports if cloud API is currently available at http://status.eolos.la; provided that service issues or outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time.
      1.3.2. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of continuous 10-minute periods during the Service Month in which the Cloud API was in a state of "Unavailable Time" as identified by Monitoring Service
      1.3.3. Exclusions. Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Cloud API, or any other Cloud API performance issues, that (i) are caused by factors outside of Eolos IT Corp's reasonable control, including, without limitation, any force majeure event, including communicable diseases, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of Eolos IT Corp or its direct hosting subcontractors (i.e beyond the point in the network where Eolos IT Corp maintains access and control over the Eolos IT Corp Services); (ii) result from any actions or inactions of Client or any third party (other than Eolos IT Corp's direct hosting subcontractor); (iii) result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Eolos IT Corp's direct control); or (iv) arise from Eolos IT Corp's suspension and termination of Client's right to use the Eolos Cloud Services, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available Eolos Cloud features or products (collectively, the "Exclusions"). Apart from this, Unavailable Time will not be accounted for services which are down and not used by Clients. For example, Clients are using only Voice and SMS service is down, this is not counted as Unavailable Time for that Client.
2. CLOUD SUPPORT SLA.
   Eolos IT Corp provides support to its customers on eolos Cloud under terms and conditions defined below.
   2.1. Covered Services
      2.1.1. Support with issues that arise due to issues in Eolos Cloud API's only, where there is reasonable doubt that an issue is caused by a Eolos Cloud Usage.
      2.1.2. Usage includes queries on how to use the API's

2.1.3. Diagnosis

2.1.4. Bug reports

2.1.5. Bug fixes (*)(*) If a bug is reported in cloud and verified by Eolos IT Corp, it will be treated for response time depending on impact it has in production. Priority 1 or Priority 2 can be assigned; however, Eolos IT Corp reserves the right to reclassify bug as incorrect usage of Product. Eolos IT Corp doesn't provide SLA on fix time.

2.2. Out of Scope

2.2.1. Application issue or issues that arises due to negligence or wrong usage of API. Also, issues arising from customer modification, customization or any Application leveraging the API causing bottleneck/problems.

2.2.2. 3rd party products

2.2.3. Technology beta or preview features.

2.2.4. Performance tuning

2.2.5. Code Development, Development consulting

2.2.6. Remote installation/configuration/debugging via SSH/Teamviewer etc.

2.2.7. Carriers/Service Providers issues which are beyond control of Eolos IT Corp.

2.3. The following Service Level Agreement terms apply to cloud support:

- Customer shall submit initial tickets through Eolos IT Corp's online ticketing system
- Eolos IT Corp shall monitor its ticketing system 24x7
- New tickets submitted by Customer into the Eolos IT Corp ticketing system shall be evaluated and assigned a priority within 2 hours of receipt, 24x7.
- New tickets shall be assigned a priority based on the following guidelines

Priority 1 (Urgent)
A priority 1 incident occurs when there are fatal errors or errors whose impact major functions of production use of the Cloud. Represents complete loss of production service. Does not include development issues or problems in staging environments

Priority 2 (High)
A Priority 2 incident consists of errors disabling only certain non-essential functions or impairing major functions where Cloud is still operational. Does not include development issues or problems in staging environment.

Priority 3 (Normal)
A Priority 3 incident is defined as a minimal impact error, or clarification about the API or platform operations. All incidents that are not Priority 1 or 2. Includes Production, Development and Staging environments.

Priority 4 (Informational)
A Priority 4 incident is a reporting of information that do not fall into the Covered Services categories. No response time is given.

* Client can set the priority level of a ticket when submitting via web/phone; however, Eolos IT

Corp reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition – usually a non-production setup issue, or how-to question. Eolos IT Corp team members may increase the priority level if the situation is deemed to be more urgent than originally reported. If you do not choose a priority level when you create a ticket, the ticket will default to Priority 3.

* Once a new ticket has been assigned a priority, responses time on how to address the ticket are described as per the table below.

	Priority 1	Priority 2	Priority 3
Initial response to Customer	Within 2 hours of receipt	Within 4 hours of receipt	Within 1 calendar day of receipt
Ongoing Response	At least every 2 hours after Initial Response, or as agreed.	At least every 4 after Initial Response, or as agreed.	1 calendar day after Initial Response, or as agreed.

3. ON-Premise Support

Eolos provides full support after the original release date of a major version of Enterprise version of Restcomm or Eolos as explained in Support Policy. Eolos does not offer support for any Restcomm or Eolos instances that are not licensed as part of a commercial subscription plan.

The following Service Level Agreement terms apply to on-premise support:

	Standard	Premium		Customized Support
Hours of coverage	Regular business hours	24×7 for Severity 1		
Support channel	Web	Web and phone		
Number of cases	Unlimited	Unlimited		
Response times	**Initial and ongoing response**	**Initial response**	**Ongoing response**	
Priority 1 (Urgent)	1 calendar day	2 hours	2 hours or as	Contact Us

			agreed	
Priority 2 (High)	1 business day	4 hours	4 hours or as agreed	
Priority 3 (Normal)	2 business days	1 calendar day	1 calendar day or as agreed	

* In order to provide you with 24×7 coverage, Eolos requests that you identify a dedicated point of contact who will be available until the issue is resolved.

* Customer can set the priority level of a ticket when submitting via web/phone. However, Eolos reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition – usually a non-production setup issue, or how-to question. Eolos team members may also increase the priority level if the situation is deemed to be more urgent than originally reported. If you do not choose a priority level when you create a ticket, the ticket will default to Priority 3.