This Agreement applies solely for customers who purchase the SBC Floating License

AudioCodes End User Floating SBC License

Overview

AudioCodes Floating SBC License is a network-wide SBC license, not bound to a specific SBC or gateway. It is intended for customers who wish to dynamically share a pool of SBC resources among multiple SBCs. The Floating License simplifies network capacity planning, and may provide cost benefits related to call statistics, site redundancy and follow-the-sun scenarios.

The license model requires the customer to be in possession of AudioCodes One Voice Operations Center or OVOC (formerly, EMS) server for the monitoring and allocation of the licenses.

When using the Floating License, the customer orders a bulk number of licenses for its entire SBC network. The SBCs report their usage statistics to AudioCodes and in case the aggregated capacity accedes the customer's licensed capacity, the customer is billed for additional floating licenses.

1. **Definitions**.

Floating License. Floating License is a flexible licensing option offered with Licensor's products. It allows multiple SBCs to run a single, shared Licensor's license.

Each license type (i.e. SBC sessions) allows for a set number of concurrent uses that can be shared automatically between any number of SBCs. For example, a Floating License containing 1,000 SBC sessions would permit the Licensor, at any given moment, to consume up to 1,000 SBC sessions across its entire network of SBCs.

Licensed Software. means the software licensed under this Agreement in Object Code. Licensed Software includes any updates, upgrades, and any other modifications thereof, delivered to Licensee under this Agreement but excludes Open Source Software. In the event that Licensor restricts the number of units managed by the software or there is a license key limiting the type of software options or configurations used, such limitations apply as part of this definition.

OVOC. One Voice Operations Center is AudioCodes centralized management and monitoring tool which is used for managing AudioCodes SBCs as well as other AudioCodes' products.

CLM. Cloud License Manager is a centralized repository managed by AudioCodes which receives SBC usage reports from OVOC. These usage reports are used for assessing if the Licensee aggregated capacity has acceded the licensed capacity.

SBC. A Session Border Controller is a device regularly deployed in Voice over Internet Protocol (VoIP) networks to exert control over the signaling and usually also the media streams involved in setting up, conducting, and tearing down telephone calls or other interactive media communications.

3. **Third Party Software** Licensee acknowledges that portions of the Licensed Software may contain or be derived from materials of third party licensors. In addition to the terms of this Agreement, such Third-Party Software may be subject to additional terms.

Licensee further understands, acknowledges and agrees that for proper operation of the license granted herein the SBC's should communicate with OVOC and OVOC should communicate with the CLM that resides outside of Licensee's network for maintenance purposes, usage and reporting. It is Licensee obligation and responsibility to assure proper configuration of its network for that purpose. In case Licensee fails to do so, and the communication between the SBCs and OVOC, or

between OVOC and CLM cannot be established and maintained in a working order while using the floating license, then the SBCs in the license pool will cease to function after a certain reasonable grace period.

4. Open Source Software

Portions of the software may be Open Source Software and may be governed by and distributed under open source licenses, including the terms of the GNU General Public License (GPL), and terms of the Lesser General Public License (LGPL), which terms are located at http://www.audiocodes.com/, and all are incorporated herein by reference. In the event of any conflict between the terms of this Agreement or any license agreement and the terms of license agreement(s) that accompany the Open Source Software files, the applicable terms of the later license shall prevail.

5. License Fee and Monitoring

Fixed License Fees are as quoted by Licensor and will be charged immediately upon acceptance of these terms and conditions.

In addition, Licensee acknowledges and is aware that Licensor automatically and continuously monitors the actual usage of the Floating License by the Licensee. In the event that such monitoring determines that the Licensee has exceeded the purchased Floating License capacity, Licensee shall pay for additional Floating Licenses according to the excess capacity by receiving the applicable request from Licensor on a monthly basis. In case of non-payment, AudioCodes may act to take the Licensor Platforms out of service until such invoice is paid in full including any interest it might incur.

6. Protection of Licensed Software

6.1. **Legends and Notices** Licensee agrees to reproduce, on all copies of the Licensed Software and the Documentation, a Licensor copyright notice in a form approved in advance by Licensor. The copyright notice shall be the same or similar to the following: "Portions of this software are © [year] AudioCodes Ltd. All intellectual property rights in such portions of the software and documentation are owned by AudioCodes Ltd and/or its licensors and are protected by United States copyright laws, other applicable copyright laws and international treaty provisions. AudioCodes Ltd and its licensors retain all rights not expressly granted."

6.2. **Title**. Subject to the rights granted to Licensee under this Agreement, title in and to the Licensed Software and Documentation, including but not limited to, all copyright, patent, trade secret rights, and intellectual property rights shall remain in and with Licensor and its licensors.

6.3. **Confidentiality**. Licensee hereby acknowledges that the Licensed Software contains valuable Confidential Information of Licensor and its licensors. Licensee agrees to hold all such Confidential Information in confidence, and agrees not to disclose such Confidential Information, except as expressly permitted in Section 2 of this Agreement, to anyone other than Licensee's employees with a bona fide need to know, who shall be governed by a parallel confidentiality of equal or greater force. Additionally, Licensee agrees to use at least that degree of care which it uses to protect its own information of a similar proprietary nature, but in no event less than reasonable protection.

Excluded from such Confidential Information is information that Licensee can prove by clear and convincing evidence that it had in its possession without confidential limitation prior to disclosure, which is known or becomes known to the general public without breach of this Agreement or which is received rightfully by Licensee and without confidentiality limitations from a third party or which is disclosed publicly by Licensor without substantially similar confidentiality restrictions.

7. WARRANTY

7.1. **Functionality**. Licensor warrants that for a period of ninety (90) days the licensed software shall operate substantially in accordance with licensor's published specifications (as updated from time to time). Licensor does not warrant that the licensed software is error free or that error conditions will be corrected. Licensor further does not warrant or represent that the licensed software will always work uninterruptedly, be compliant with national or international standards, secure,

or error free. except for the above warranty the licensed software is provided to licensee and accepted by licensee on an "as is" basis without warranty of any kind, express, implied or statutory, including without limitation warranties as to title, the description, quality, merchantability, non-infringement, completeness, the condition or capability in whole or in part, of the licensed software fitness for a particular purpose & third party applications, all such warranties being expressly excluded and disclaimed.

The above warranties are exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

No warranty shall apply to defects, failures, damage, or loss resulting from corrections, repairs or service necessitated by:

(i) Licensee's or the ultimate user's system, other equipment or its use;

(ii) Power shortages, irregularities, or failures;

(iii) Modification of the licensed software by anyone other than licensor;

(v) Any usage of the licensed software or the third party applications, which does not comply with the formal specifications of the software.

7.3. **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY HEREUNDER EXCEED THE FEES PAID TO LICENSOR BY LICENSE HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS. Licensor shall be liable solely to direct damages actually incurred and shall not be liable to any indirect, consequential damages whatsoever, including loss of profit or loss of reputation.

8. **Privacy**

No personal information, such as names, telephone numbers is sent out from the SBC to the CLM. The information that is sent out from the OVOC to the CLM contains only quantity information for billing purposes.

9. **Support**. The Fees do not include support, installation or training. Such services, to the extent offered by Licensor, may be separately purchased by Licensee, at Licensor's then current rates. To provide an enhanced support environment, Licensee acknowledges that user specific information such as software version and configurations may be transmitted to Licensor from time to time.

10. **Notices** When any notice is required or authorized hereunder, such notice shall be given in writing by recognized express service or personal delivery addressed to the following address:

Licensor:

AudioCodes Ltd.

Attn: General Counsel

1 Hayarden Street, Airport City, Lod

Israel

Licensee:

The address specified in Licensee's Purchase Order.

A notice shall be deemed given ten (10) working days after deposit in the mail or at the time of delivery if delivered in person or within two (2) working days if given by facsimile.

10. **Term and Termination**

This Agreement shall commence upon downloading and/or using the Licensed Software and continue until terminated as set forth in this Agreement. Either party may terminate this Agreement immediately upon written notice for the material

breach of the other party, which material breach is curable and has remained uncured for a period of thirty (30) days from the date of delivery of written notice thereof to the breaching party. Upon termination Licensee agrees (i) not to use the Licensed Software for any purpose whatsoever; (iii) not to distribute or market the Licensed Software; (ii) immediately destroy or return the Licensed Software to Licensor (iii) to certify to Licensor that such destruction has taken place.

11. **Survival**. Provisions of the Sections which, by their nature, must remain in effect beyond the termination of this Agreement shall survive termination. Payments which accrue or are due before termination of this Agreement shall survive the expiration or termination of this Agreement.

12. **Miscellaneous**

12.1. **Choice of Law**. When Licensee's primary place of business is in the United States of America this License Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws rules. When In any action to enforce or arising out of this Agreement, the parties hereto consent to the jurisdiction of and venue in each of the state and federal courts located in New Jersey, for the adjudication of all matters relating hereto or arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement. When Licensee's primary place of business is in Europe this License Agreement shall be governed by and construed in accordance with the laws of the State of England without regard to its conflict of laws rules.

12.2. **Waiver** No delay, omission, or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right or remedy may be exercised, from time to time as may be deemed expedient by the party exercising such remedy or right.

12.4. **Assignmen**t Neither this Agreement or any of Licensee's rights or obligations hereunder may be assigned or transferred by Licensee, whether voluntarily or by operation of law, without the prior written permission of Licensor and any attempt to do so shall be without effect.

12.5. **Export** Licensee understands that the Licensed Software may be a regulated commodity under the export control laws of the United States, as amended from time to time, and the regulations thereunder, and may require a license to export such. Licensee is solely responsible for any required export license, and shall obtain any such required license(s).

12.7. **Entire Agreement** This Agreement with the SBC Floating License Letter of Consent signed by the Customer is the complete and exclusive agreement between the parties with regard to the subject matter hereof and supersedes the prior discussions, negotiations and memoranda related hereto.