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1. Scope and Term. This EULA is applicable to anyone who downloads, installs or uses the Software. To the extent there is a conflict between this EULA and the applicable agreement between ConvergeOne and Customer, the terms and conditions of this EULA shall prevail as such conflict applies to the Software. Unless otherwise specified in the applicable Order, the Software is being provided on a per-user subscription basis and may be accessed by no more than the number of users specified in the Order (“Per User Subscription”). Unless otherwise identified in the Order, the “Subscription Term” shall commence on the date that the Order is fully executed by authorized representatives of ConvergeOne and Customer (“Subscription Term Commencement Date”) and shall continue for the duration of the Subscription Term, as defined in the Order. Additional Per User Subscriptions may be purchased by Customer during the Subscription Term. All additional Per User Subscriptions purchased by Customer during the Subscription Term shall terminate at the end of the Subscription Term. Customer agrees that its purchase of the licenses for the is not contingent upon the delivery of any future functionality or features.

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5. Limited Warranty. ConvergeOne warrants that for the duration of the Subscription Term: (i) the Software shall perform materially in accordance with the Documentation; and (ii) the functionality of the Software will not be materially decreased during the Subscription Term. For purposes of this Section as it relates to perpetual Software licenses, Subscription Term shall mean thirty (30) days from the date the Software is delivered to Customer. EXCEPT AS EXPRESSLY STATED HEREIN, THE SOFTWARE IS PROVIDED “AS-IS.” THE EXPRESS WARRANTIES HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH CONVERGEONE SPECIFICALLY DISCLAIMS. CONVERGEONE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. CONVERGEONE DOES NOT WARRANT THAT THE



SOFTWARE AND ANY RELATED SERVICES ARE IMMUNE FROM OR WILL PREVENT FRAUDULENT INTRUSION OR UNAUTHORIZED USE. CONVERGEONE SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE SOFTWARE. UNLESS OTHERWISE AGREED, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

6. Audit. During the Subscription Term for the Software and for a period of three (3) years after its expiration or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of the Software sufficient to verify compliance with this EULA. At ConvergeOne's request, and upon reasonable prior written notice, ConvergeOne will have the right to inspect Customer's compliance with this EULA. If the audit discloses underpayment of license fees, Customer will promptly pay such fees plus the reasonable cost of the audit as invoiced by ConvergeOne.

7. Customer Responsibilities. Customer shall be responsible for its permitted users' compliance with the terms and provisions of this EULA and use the Software only in accordance with applicable laws and government regulations. Customer acknowledges that certain Software may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Software subject to Customer making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Software and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time.

8. Termination. If Customer breaches the terms and conditions of this EULA, and if within ten (10) business days of Customer's receipt of a reasonably detailed written notice of breach, Customer has not cured all identified breaches, ConvergeOne may immediately terminate the Software licenses granted hereunder without prejudice to any available rights and remedies in contract and for infringement. Upon termination or expiration, Customer shall, at ConvergeOne's option, immediately return to ConvergeOne or permanently destroy, and certify such destruction in writing to ConvergeOne, the Software and Documentation and any copies thereof in Customer's possession.

9. Confidentiality. The terms of the Order and this EULA, the Software and the Documentation are ConvergeOne's Confidential Information, and Customer shall protect the confidentiality of such Confidential Information.

10. Feedback and Data Usage. ConvergeOne shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including users, relating to the operation and/or functionality of the Software. Customer acknowledges and agrees that ConvergeOne may obtain and aggregate technical and other data about Customer's use of the Software, excluding any personally identifiable information with respect to Customer ("Aggregated Anonymous Data"), and ConvergeOne may use the Aggregated Anonymous Data to analyze, improve, support and operate the Software, and otherwise for any business purpose, during and after the Subscription Term, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Customer and other ConvergeOne customers and prospects. For clarity, this Section does not give ConvergeOne the right to identify Customer as the source of any Aggregated Anonymous Data.

11. Limitation of Liability. CONVERGEONE SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST OR CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE AND/OR SERVICES, OR USE BY USE OF SUCH BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE SOFTWARE ("TOLL FRAUD"). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER CONVERGEONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LIABILITY OF CONVERGEONE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES ATTRIBUTABLE TO THE TWELVE (12) MONTH PERIOD BEFORE THE INITIAL CLAIM AND PAID OR PAYABLE BY CUSTOMER TO CONVERGEONE UNDER THE APPLICABLE ORDER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. NOTHING IN THIS EULA LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

12. Export Control. ConvergeOne Software and related services are subject to US and local export control laws and regulations. Customer shall not directly or indirectly export, re-export, import, download, or transmit the Software to any country, end user or for any use that is prohibited by applicable U.S. regulation or statute (including but not limited to those countries embargoed by the U.S. government).



13. High Risk Activities. The Software is not fault-tolerant and are not designed, manufactured or intended for any use requiring fail-safe performance in which the failure of the Software could lead to death, serious personal injury, severe physical or environmental damage ("High Risk Activities"). This includes the operation of aircraft or nuclear facilities. Customer shall not to use, the Software in connection with any High Risk Activities.

14. U.S. Government End Users. The Software shall be classified as "commercial computer software" and the Documentation is classified as "commercial computer software documentation" or "commercial items," pursuant to FAR 12.212 or DFAR 227.7202, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software or Documentation by the Government of the United States shall be governed solely by the terms of this EULA.

15. Severability; Survival of Terms. If any term or provision of this EULA is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect. The provisions concerning confidentiality, indemnity, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty (as well as any other terms which, by their nature, are intended to survive termination) will survive any termination or expiration of this EULA.

16. Governing Law. Unless otherwise specified in the master agreement between ConvergeOne and Customer, this EULA shall be governed by the laws of the State of Minnesota, excluding its conflict of law principles. The parties agree the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17. Software as a Service. If the applicable order identifies the Software as being provided on an "as a Service" basis ("SaaS"), ConvergeOne will provide maintenance and support on the Software in accordance with the services description provided separately.

18. Software as a Cloud Service. If the applicable order identifies the Software as being provided as a cloud-based service, ConvergeOne will provide the Software via Customer's access to ConvergeOne's cloud platform in accordance with the terms of service provided separately.