



**VIRTUAL HOLD TECHNOLOGY, LLC (“VENDOR”)
End User License and Warranty
(as of March 2012)**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. Whereas End-User intends to procure Virtual Hold® software products (“Software”) from ConvergeOne, Inc. (“C1”), an authorized Virtual Hold Technology, LLC (“VHT”) Software Reseller; Whereas VHT is willing to provide the Software on the terms and conditions hereafter set forth. NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which are hereby expressly acknowledged by both Parties, the Parties agree as follows:

I. License

A. License Grant. VHT hereby grants, and End-User hereby accepts pursuant to the terms of this EULA, and any attached schedules, addenda or other contracts referencing this EULA, a nonexclusive, non-transferrable, non-sublicensable, and perpetual right to use the Software licensed hereunder in object code form and in the quantities set forth in a corresponding purchase order through Reseller. End User may create a reasonable number of archival and backup copies of the Software, provided licensed production use capacity is not exceeded and all proprietary rights notices, names and logos of VHT are duplicated on each copy.

B. Restrictions. VHT may, in its sole discretion, make non-material changes in the form and function of the Software, and changes to the hardware and third-party software requirements set forth in a system requirements document furnished by Reseller or VHT, without liability to End-User, as long as such changes do not remove or limit functionality of the Software existing at the time of purchase or in its current state. End-User is responsible for compliance with VHT’s current system requirements document. VHT will inform End-User promptly of any such changes. End-User shall not make, or attempt to make, any modification of any kind to the Software, other than to configure or modify the Software and any related databases as necessary to use the Software for its intended purpose. End-User shall not allow third-party access to the Software for purposes other than configuration and routine maintenance without first obtaining written consent for such access from VHT.

C. Infringement by End-User. End-User acknowledges and agrees that VHT owns all right, title and interest in the Software, including, without limitation, all intellectual property rights. End-User acknowledges and agrees that the Software contains proprietary and confidential information and trade secrets including, but not limited to source code, text, graphics, logos, images, and icons, that are protected by U.S. and international intellectual property laws and other applicable laws. Subject to any exceptions set forth in the Copyright Laws, End-User acknowledges that all use of the System outside the scope of the terms of the EULA, including all attached schedules, without first obtaining VHT’s written consent, which consent may be withheld by VHT for any reason, shall be an infringement of VHT’s exclusive right, title and interest in and to the Software. End-User shall not, directly or indirectly, disassemble, decompile, or reverse engineer the Software. Any such disassembly, decompilation, or reverse engineering by End-User, shall be an infringement of VHT’s exclusive proprietary right, title and interest in and to the Software.

D. Audit Rights. VHT may audit the records of End-User to ensure compliance with the terms of this Agreement and each applicable Order Form(s). VHT will notify End-User in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during End-User’s regular

business hours at Licensee's offices and will not interfere unreasonably with End-User's business activities. If an audit reveals that End-User is using a Software beyond the scope of the license granted herein, then End-User will promptly reimburse VHT for the cost of such audit and pay VHT the underpaid license fees therefore and associated fees for Maintenance and Support.

E. If Genesys Framework software sold to End-User as V-Server is required as a third-party component with the Software, such V-Server software shall be limited to use on an unlimited basis only with the Software. End-User acknowledges and agrees that any other use of the Genesys Framework software is outside of the scope of the End-user's sub-license to use the Genesys Framework software. Furthermore, End-User acknowledges and agrees that use of any functionality not described here that may be included within the Genesys Framework software is outside the scope of the End-user's sub-license. In addition, End-User agrees that it may not use the Genesys Framework software to create additional applications or interfaces designed to be used with the Genesys Framework software. Any use by End-user outside of the license to use the Genesys Framework or in any way not in accordance with the terms of this Section is grounds for termination of such license.

II. Disputes and Indemnities.

A. Infringement Indemnity; Defend and Hold-Harmless. Provided that End-User has given prompt written notice to VHT, as defined below, of an action known to End-User or filed against and served upon End-User as specified in this Section, VHT will indemnify, defend, and hold End-User harmless, at VHT's expense, any such action that is based upon a claim that any element of the Software has harmed any third party or is or will be violative of the rights of any third party, including but not limited to any patent, trademark, copyright, trade secret or other proprietary or intellectual property rights. VHT's obligation of indemnity hereunder shall exclude claims alleging infringement based on the System's performance, design, or configuration with any third-party product(s). Additionally, in the event End-User has incurred any expenses in connection with such action, VHT will promptly reimburse all such reasonable expenses of End-User arising out of the action, including but not limited to costs of discovery and the fees of necessary counsel for End-User. Prompt written notice of an action shall be given to VHT in accordance herewith within 10 business days after End-User is notified or served with a Summons and Complaint in the action. After service has been made, End-User will be entitled to terminate this EULA immediately upon delivery of written notice of termination to VHT. **USE ACTIONS:** End-user shall defend at its own expense any suit, action or proceeding brought against End-user by a third party based on a claim(s) by third parties arising in connection with End-user's use of Virtual Hold Multi Channel Connectors or Platform Toolkit (a "Use Action"), and; End-user will pay damages finally awarded against VHT in any Use Action brought directly against VHT, or those monetary damages agreed to in a monetary settlement of such Use Action; provided that End-user shall be relieved of the foregoing obligation unless VHT a) gives Licensee prompt written notice of each such Use Action; b) tenders to End-user sole control of the defense or settlement of each such Use Action at End-user's expense; and c) cooperates with End-user, in defending or settling each such Use Action. VHT shall have the right to participate at its own expense in any Use Action or related settlement negotiations using counsel of its own choice.

B. Right to Continued Use; Refunds. In the event End-User shall be enjoined by a court or agency of competent jurisdiction from using any element of the Software for any reason, VHT shall, entirely at its expense, either (a) procure for End-User the right to continue using the Software, (b) modify the Software so that it becomes lawful (this is not an option if the modification materially affects Software performance) or (c) remove the Software from End-User's premises. VHT's liability to End-User for damages caused to End-User by the injunction, and corresponding refund, is subject to the limitations on liability set forth herein and shall be limited to the Software License Fee paid by End-User and all litigation-related expenses of End-User (including counsel fees). Upon entry of the injunction, and irrespective of any right of appeal available to or exercised by End-User, End-User shall be entitled to terminate this EULA immediately upon delivery of written notice of termination to VHT.

C. Compliance with Subpoena. If End-User is served with a subpoena or other discovery request calling for disclosure of information expressly relating to the Software, whether or not in an action brought

against End-User, VHT will reimburse End-User for all expenses relating to End-User's compliance with the subpoena, including the costs of document collection and reproduction.

D. Indemnity. VHT shall indemnify and hold End-User harmless from and against any and all loss, cost, damage, expense in respect of any suit, claim, government proceeding, cause of action,

demand, judgment or threat thereof (including, without limitation reasonable attorney's fees), which End-User may suffer or incur in whole or in part out of End-User's possession or use of the Software by reason of: (1) any breach of or inaccuracy in the representations, warranties and covenants made by VHT in the EULA; (2) VHT's failure to comply with, observe, or perform any covenant, duty or obligation of VHT contained in or made pursuant to the EULA; (3) any third party claim against End-User based upon VHT's failure to comply with, observe, or perform any covenant, duty or obligation of VHT contained in or made pursuant to the EULA, or (4) claims that the Software directly infringe the rights of a third-party.

E. Limitation of Liability. In addition to and not by way of limitation of any other limitations herein on the respective liabilities of VHT and End-User or imposed by law:

1. The Parties agree that, except as otherwise stated in the EULA, a Party will in no event be liable to the other Party for compensation, reimbursement, or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of the other Party or otherwise, even if the Party from whom compensation is sought has been advised of the possibility of such damages. The Parties further agree that a Party will not be liable for any claim or demand brought against one or both of them by any third party, except as otherwise stated in this EULA. UNLESS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY FROM WHOM COMPENSATION IS SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. EXCEPT TO THE EXTENT THAT LIABILITY ARISES FROM INSTANCES OF EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S LIABILITY FOR DAMAGES UNDER THIS EULA, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY, OR CLAIM OF INFRINGEMENT, SHALL IN NO EVENT EXCEED THE FEES PAYABLE FOR THE LICENSED PRODUCTS THAT GIVE RISE TO THE LIABILITY

III. Confidentiality by End-User End-User agrees that during the term of the EULA and thereafter, End-User shall maintain the confidentiality of the Software and System to the same extent and by the same mechanisms that it uses to protect its own trade secrets The foregoing obligations will not apply to information that is in the public domain through no fault of End-User, that was independently developed by End-User, that was rightfully received by End-User from a third party without a duty of confidentiality, or that was disclosed by VHT to the public or to a third party without an obligation of confidentiality.

IV. Warranties

A. Limited Warranty. VHT represents and warrants that upon installation and during the term of the EULA, the Software will perform for one (1) year from installation in accordance with the general functional specifications.

B. Acts Voiding Limited Warranty. Notwithstanding any other provision herein, the limited warranty above shall become null and void upon End-User's improper use or inadequate management or supervision of the System, or if End-User is responsible for any of the following: (i) any modification to the object code of the Software other than at the direction of or with the approval of VHT, (ii) failure to perform maintenance or follow operating instructions prescribed in writing by VHT, (iii) failure to comply with the hardware and third-party software requirements set forth in Schedule C, attached hereto, or (iv) failing, in the event of problems with the Software, to reasonably cooperate with and follow reasonable directions of VHT during VHT's performance of its Services under this EULA. If VHT is aware of any of these

conditions and delivers to End-User written notification of their existence, VHT's limited warranties to End-User will not be affected if End-User takes reasonable corrective action, to the extent End-User is able, within 10 days of the delivery.

C. Warranty Notice. THE FOREGOING WARRANTIES BY VHT ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VHT DISCLAIMS ALL OTHER WARRANTIES. END-USER DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

V. Miscellaneous

A. Notices. All notices, demands and other communications given or delivered under this EULA must be in writing and must be sent to VHT at the following address:

If to VHT: Virtual Hold Technology, LLC Attn: General Counsel 137 Heritage Woods Dr. Akron, OH 44321
Fax: (330) 777-2440

C. Amendments; Duplicates. No changes or amendments to the EULA, including any schedule attached hereto, shall be effective unless and until it is in writing referencing the EULA and is signed by both Parties hereto. The EULA may be executed in one or more counterparts, each of which shall be considered an original for all purposes.

D. Governing Law. The EULA shall be governed by the laws of the State of Ohio.

E. Force Majeure. In the event of acts of God or of a public enemy, or strikes, fire, flood, natural disaster, or inability to obtain essential parts or materials, or control exercised by any governmental entity, any of which render performance under the EULA impossible for a Party, that Party's failure based on these conditions during such period shall be excused and shall not be considered a breach under the terms of the EULA.

F. Invalid Provision. The Parties hereto agree that the terms of the EULA are reasonable; however, if any of the provisions of the EULA are held to be unenforceable, it is expressly understood and agreed between the Parties hereto that the court or agency making such determination shall be empowered to modify such provision to make it enforceable, if possible, but to the least extent necessary for that purpose, and such provision shall then be applicable in such modified form.

G. Binding and Entire Agreement. The EULA shall be binding upon and inure to the benefit of each Party, its successors, subsidiaries, distributors, and agents. The EULA constitutes the entire EULA between the Parties and supersedes any prior understandings and EULAs, either oral or written.

H. Assignment. End-User's rights and obligations under the EULA shall be non-transferable, in whole or in part, by assignment or otherwise, without prior written approval from VHT, except that End-User can transfer its rights and obligations under the EULA to any entity with which it may be consolidated or merged, or which acquires all or substantially all of its assets or stock, or with which it is affiliated by common ownership or control, without receiving VHT's approval.

I. Waiver. Any waiver by either Party of a breach of any provision of the EULA shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of the EULA. The failure of a Party to insist upon strict adherence to any term of the EULA shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of the EULA. All such waivers must be in writing.

J. Export Control. You may not export the Software without first obtaining written consent from VHT and following all applicable export control laws, including obtaining all required permits and licenses.