

**Virtual Hold Technology Solutions, LLC**  
**End User License Agreement**

**Software.**

1. License Grant and Term. ConvergeOne, Inc. (“ConvergeOne”) grants to End User a non-exclusive, non-transferable right and license to use the Virtual Hold Technology Solutions, LLC (“VHT”) Software during the applicable term up to the purchased capacity to operate the VHT Software for its internal purposes. For subscription-based licenses, unless otherwise stated in the applicable order, the applicable license term shall automatically renew for additional one (1) year periods, unless either party provides at least thirty (30) days’ written notice of non-renewal prior to the renewal date of such order.
2. ConvergeOne or its suppliers retain all of its intellectual property rights in the VHT Software and no rights, title or interest to the VHT Software are transferred to the End User.
3. End User may not reverse engineer the software or use it in a service provider capacity.
4. Neither ConvergeOne nor its suppliers are liable to the End User for any indirect, consequential, incidental or special damages (including without limitation lost profits and lost or destruction to data) arising out of the use of the software, regardless of the theory of liability (including negligence and strict liability).
5. Upon termination of a license, the End User must destroy the VHT Software. End User must confirm its compliance with the requirement upon request.
6. End User must comply with applicable laws including but not limited to export control laws.
7. **Software Warranty.** For new perpetual on-premises license purchases or term on-premises license purchases, ConvergeOne warrants that the VHT Software will perform in substantial accordance with its technical documentation for a period of ninety (90) days from the date of ConvergeOne’s order with VHT. This warranty will not apply to any problems caused by third party software, use other than in accordance with its technical documentation or misuse of the VHT Software. If End User believes there is a breach of the above warranty, then End User must notify ConvergeOne no later than 30 days after the end of the warranty period and provide reasonable cooperation to ConvergeOne and/or VHT. ConvergeOne and/or VHT will use commercially reasonable efforts to remedy covered warranty claims within a reasonable period of time or replace the VHT Software, or if it cannot do so it will refund to End User the license fee paid. **THIS REMEDY IS END USER’S EXCLUSIVE REMEDY, AND CONVERGEONE’S/VHT’S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.**

**THE EXCLUSIVE REMEDY OF END USER, AND CONVERGEONE’S SOLE OBLIGATION, FOR ITS FAILURE TO MEET THE WARRANTY IN (I) ABOVE WILL BE FOR CONVERGEONE TO PROVIDE A CREDIT FOR THE APPLICABLE MONTH AS PROVIDED IN THE CHART (IF THIS AGREEMENT IS NOT RENEWED, THEN A REFUND), FOR THE MONTH; PROVIDED THAT END USER NOTIFIES CONVERGEONE OF SUCH BREACH WITHIN 30 DAYS OF THE END OF THAT MONTH. CONVERGEONE/VHT MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AS TO THE VHT SOFTWARE OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NEITHER CONVERGEONE NOR VHT WARRANTS THAT THE VHT SOFTWARE WILL BE ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED.**

**Cloud Service.**

1. End User is granted only a nonexclusive right to use and access the VHT Cloud Service up to the capacity purchased during the applicable VHT Cloud Services term. Unless otherwise stated in the applicable order,

the applicable VHT Cloud Services term shall automatically renew for additional one (1) year periods, unless either party provides at least thirty (30) days' written notice of non-renewal prior to the renewal date of such order.

2. Except for the rights expressly granted to the End User, ConvergeOne and its suppliers retains all of its intellectual property rights in the VHT Cloud Service and underlying software, and no rights, title or interest to the underlying software are transferred to the End User.
3. End User may not reverse engineer or use the VHT Cloud Service in a service provider capacity.
4. Neither ConvergeOne nor its suppliers are liable to the End User for any indirect, consequential, incidental or special damages arising out of the use of the VHT Cloud Service, regardless of the theory of liability (including negligence and strict liability).
5. End User must comply with applicable laws including but not limited to export control laws.
6. **Cloud Services Warranty.** ConvergeOne warrants to End User: (i) that commercially reasonable efforts will be made to maintain the online availability of the VHT Cloud Service for a minimum of availability in any given month as provided in the chart below (*excluding* scheduled outages, events beyond the reasonable control of ConvergeOne/VHT, and outages that result from any End User technology issues); and (ii) the functionality or features of the VHT Cloud Service may change but will not materially decrease during a paid order term.

**Availability Warranty**

99.5-95% =

94.99 – 90% =

Less than 90% =

Maximum amount of the credit/refund is 100% of such fee for that month.

**Credit**

10% of monthly fee.

25% of monthly fee.

50% of monthly fee.

THE EXCLUSIVE REMEDY OF END USER, AND CONVERGEONE'S SOLE OBLIGATION, FOR ITS FAILURE TO MEET THE WARRANTY IN (I) ABOVE WILL BE FOR CONVERGEONE TO PROVIDE A CREDIT FOR THE APPLICABLE MONTH AS PROVIDED IN THE CHART (IF THIS AGREEMENT IS NOT RENEWED, THEN A REFUND), FOR THE MONTH; PROVIDED THAT END USER NOTIFIES CONVERGEONE OF SUCH BREACH WITHIN 30 DAYS OF THE END OF THAT MONTH. **CONVERGEONE/VHT MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AS TO THE VHT CLOUD SERVICE OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING BUT NO LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NEITHER CONVERGEONE NOR VHT WARRANTS THAT THE VHT CLOUD SERVICE WILL BE ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED.**

7. End User must pay ConvergeOne for excess telephone charges incurred by End Users based on the VHT's Telephony Fair Use Policy, located at <https://www.vhtcx.com/about/fair-usage-policy/> (or such other site as determined by VHT).

**General Terms and Conditions.**

1. **Support.** VHT will provide technical support to the End User in accordance with the support policy located at the sites identified below or at sub site as determined by VHT:

<https://vhtcx.com/sla-premise-cb-cloud/>

<https://vhtcx.com/callback-cloud-sla/>

For subscription-based VHT Software and VHT Cloud Services, End User Support is included with the license fee. For perpetual licenses to VHT Software, End User Support is contingent upon payment of the annual support fees.

## 2. **Indemnities.**

- a. By ConvergeOne. ConvergeOne passes through the indemnity it receives from VHT. ConvergeOne will defend or settle any third party claims against End User alleging that the VHT Software or VHT Cloud Service violates a copyright, patent, trademark or other intellectual property right, provided that End User: promptly notifies ConvergeOne of the claim in writing; cooperates with ConvergeOne in the defense; and allows ConvergeOne to solely control the defense or settlement of the claim. Remedy. ConvergeOne will pay infringement claim defense costs incurred as part of its obligations above, and VHT-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then VHT/ConvergeOne may modify the VHT Software or VHT Cloud Service, procure the necessary rights, or replace it with the functional equivalent. If VHT/ConvergeOne determines that none of these are reasonable available, then ConvergeOne may terminate all licenses and rights to access the VHT Software or VHT Cloud Service and refund any perpetual license fees paid for the VHT Software (amortized over a five-year period), and any prepaid, unused fees for term licenses and the VHT Cloud Service. Exclusions. ConvergeOne has no obligation for any claim arising from: ConvergeOne's compliance with End User specifications; A combination of the VHT Software or VHT Cloud Service with other technology or aspects where the infringement would not occur but for the combination; or technology or aspects not provided by ConvergeOne. This section contains End User's exclusive remedies and ConvergeOne's sole liability for intellectual property infringement claims.
- b. By End User. End User shall defend or settle any third party claims against ConvergeOne, including claims by VHT, alleging that the End User breached the terms of this End User License Agreement and pay expense and pay all costs, damages, and reasonable attorney's fees, that a court finally awards or that are included in a settlement approved by ConvergeOne, provided that ConvergeOne: promptly notifies End User in writing of the claim; and allows End user to control, and cooperates with End User in, the defense and any related settlement.