

# Addendum to General Terms and Conditions – Symphony Software

The following terms supplement and modify the General Terms and Conditions as they apply to Buyer's use of the Symphony Software. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

## AVI-SPL SYMPHONY - END USER LICENSE AGREEMENT

**IMPORTANT: READ CAREFULLY: BUYER'S USE OF AND ACCESS TO THE SOFTWARE OF SELLER IS CONDITIONED UPON BUYER'S COMPLIANCE AND ACCEPTANCE OF THESE TERMS. THIS IS THE LICENSE AGREEMENT AND NOT AN AGREEMENT OF SALE.**

This AVI-SPL Symphony End User License Agreement ("EULA") is entered into by and between the entity party to the Purchase Document to which this EULA relates ("Buyer") and AVI-SPL Global LLC or its Affiliates ("Seller") and is made as of the effective date of the applicable Purchase Document. Buyer and the Seller may be referred to in the singular as a "Party" or in the plural as the "Parties."

### 1. Definitions

This Exhibit contains defined terms and acronyms. The following definitions shall apply:

"Authorized User" means any individual or other person who is authorized by the entity identified above as Buyer to utilize or otherwise participate in the provision of Software provided by the Seller pursuant to the applicable Purchase Document;

"Documentation" is the user or technical manuals, training materials, specifications or other documentation applicable to the Software provided and made available to Buyer;

"Entitlement" means the license detail; including license metric, duration, and quantity provided in a product ID published on Seller's price list, claim certificate or right to use notification;

"Purchase Document" means the underlying legally binding document or documents entered into by and between Buyer and the Seller pursuant to which this EULA is entered, whether such document is identified as a videoconferencing service agreement, remote managed services agreement, master purchase agreement or other agreement, together with all schedules and exhibits related thereto, and includes any related purchase or other order entered into by the Parties, and regardless of whether such document is on a standard form provided by the Seller or on a form provided by Buyer;

"Software" means Seller's proprietary Symphony management platform and software applications and user interfaces together with any corrections, bug fixes, new features or functions, and any other updates and upgrades thereto added during the Term but specifically excluding therefrom any new versions or releases separately marketed; and

"Term" means the "Term," or other like defined term as set forth in the applicable Purchase Document as such Term may be extended or renewed or terminated early, all as provided in such Purchase Document.

### 2. Buyer Rights, Responsibilities and Restrictions

*General.* Notwithstanding any other provision of this EULA, the Seller grants to Buyer only those rights expressly granted to Buyer in this EULA, if Buyer complies with all the terms and conditions hereof, including but not limited to the payment of applicable fees as set forth in the applicable Purchase Document.

*Grant of License.* Seller hereby grants to Buyer a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to permit Buyer and its Authorized Users to use solely in connection with the Software during the Term the object code version of the Software and the Documentation solely for Buyer's internal business operations and in accordance with the Documentation and Entitlement. Buyer acknowledges and agrees that any breach of the terms and conditions of this EULA by Buyer, any Authorized User, or any other employee, agent, contractor, or conferencing participant of Buyer shall be deemed a breach of this EULA by Buyer and Buyer shall be responsible in all respects for such breach.

*Limitations and Restrictions.* Buyer shall not, and shall not permit any Authorized User, conferencing participant or anyone who obtains access to the Software directly or indirectly through Buyer or any Authorized User to: (a) download, reproduce, copy, alter, adapt, modify, improve, translate, create derivative works from, reverse engineer, disassemble, decompile or otherwise attempt to reveal the source code, trade secrets or know-how underlying the Software; (b) interfere in any manner with the hosting of the Software; (c) use the Software to benchmark or otherwise obtain or develop performance metrics for the Software or its platform; (d) sublicense, resell, sublease, assign or otherwise transfer any of Buyer's rights under this EULA or otherwise use the Software for the benefit of a third party; (e) delete, remove or attempt to remove, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices or labels that appear on or in or are part of, the Documentation or the Software; or (f) use the Software, Documentation to develop a product that is similar to the Software or to operate a service bureau.

*Responsibilities.* It is Buyer's responsibility to comply with all applicable laws in its use of the Software. Buyer is solely responsible for (a) the operation, performance and security of its own equipment, networks and other computing resources used to connect to the Software, except and only to the extent specifically otherwise provided in the Purchase Document, (b) maintaining the confidentiality of its account information and passwords, and (c) all usage of the Software by Buyer and its Authorized Users and ensuring that no individuals or entities other than Buyer and its Authorized Users are provided or otherwise gain access to the Software. Buyer will notify the Seller immediately of any unauthorized use of the Software or any other breach of security of which Buyer become aware.

### 3. Ownership of Software and Documentation; License and Ownership of Trademarks

*Software and Documentation.* Buyer acknowledges and agrees that Seller and / or its suppliers and licensors retain ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications thereof. Buyer shall not take any action to jeopardize, limit or interfere with such ownership of and rights with respect to the Software and the Documentation. Buyer's rights to use the Software and Documentation are limited to those expressly granted by this EULA and except for those rights expressly granted herein, Buyer has no express or implied right, title,

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*Trademarks.* During the Term, the Seller hereby grants to Buyer a non-exclusive, non-transferable right to use the marks created, adopted and / or registered by the Seller relating to the Software (hereafter “the Trademarks”), solely in accordance with the terms of this EULA. Buyer may not alter, modify, or change the Trademarks, which are federally registered or pending registration with the U.S. Patent and Trademark Office, and / or the subject of common law rights. Buyer is not obtaining any legal ownership or rights to the Trademarks. Buyer acknowledges the validity of the Seller’s exclusive right, title, interest and ownership (or license to use) in and to the Trademarks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, interest or ownership. Buyer also acknowledges the value of the Seller’s goodwill in the Trademarks and acknowledges that any goodwill generated by Buyer through use of the Trademarks inures solely to the benefit of the Seller. Buyer agrees to use the Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by the Seller and not to use the Trademarks in combination with any other trademarks or service marks without the prior written approval of the Seller.

#### 4. Limited Warranty and Disclaimer

Seller warrants to Buyer during the Term that the Software will comply with the material functionality described in the Documentation and that such functionality will be maintained in all material respects in subsequent upgrades to the Software. This warranty does not apply if the Software or any other equipment upon which the Software is authorized to be used: (a) has been altered, except by Seller or its authorized representative, (b) has not been installed, accessed, used, operated, repaired, or maintained in accordance with instructions supplied by Seller, or (c) has not been provided by Seller. Seller will use commercially reasonable efforts to deliver to Buyer Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Buyer’s data. Buyer’s sole and exclusive remedy for Seller’s breach of this warranty shall be that Seller shall use commercially reasonable efforts to correct such errors or modify the Software to achieve the material functionality described in the Documentation within a reasonable period. However, Seller shall have no obligation with respect to this warranty claim unless notified of such claim within (30) days of the first material functionality problem. EXCEPT AS OTHERWISE STATED HEREIN, SELLER DOES NOT REPRESENT THAT BUYER’S USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE SYSTEM THAT MAKES THE SOFTWARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY ERRORS WILL BE CORRECTED OR ANY STORED BUYER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SELLER. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, OR USAGE OR TRADE. THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SELLER OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE ENTIRE RISK AS TO THE QUALITY OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH BUYER. EXCEPT AS STATED ABOVE, THE SOFTWARE IS MADE AVAILABLE TO BUYER ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ARE FOR COMMERCIAL USE ONLY. EACH PARTY

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ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS EULA IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

#### 5. Limitations and Exclusions of Liability.

IN NO EVENT WILL SELLER OR ITS LICENSORS BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR OTHERWISE, EVEN IF SELLER OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE SOFTWARE; OR (C) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. ALL LIABILITY OF SELLER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO BUYER, ANY AUTHORIZED USER OR ANYONE CLAIMING THROUGH ANY OF THEM, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE LICENSE FEES PAID BY BUYER TO ANY APPROVED SOURCE FOR THE SERVICES THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. THE SELLER ALSO SPECIFICALLY DISCLAIMS DIRECT DAMAGES. NOTHING IN THIS EULA LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

#### 6. Termination, Effect of Termination and Survival

*Termination.* Without prejudice to any other rights available to the Seller, Seller shall be entitled to immediately terminate this EULA if Buyer is in breach of any of the terms or conditions hereof which has not been remedied within ten (10) days of written notice from the Seller to Buyer.

*Effect of Termination.* Upon any termination hereunder, including but not limited to expiration of the Term (“Termination”), Buyer shall immediately cease use of the Software and Documentation, and shall irretrievably delete and / or remove such items from computer terminals, workstations, and data files. Within thirty (30) days after any Termination, Buyer either shall deliver to the Seller at Buyer’s expense (adequately packaged and insured for safe delivery) or, at the Seller’s request, shall destroy, all tangible copies of the Software and Documentation in every form. Buyer further agrees to erase the Software and Documentation from any storage media. An officer of Buyer’s organization with the express authority to make such representation shall certify in writing to the Seller that it has performed the foregoing within such thirty (30) day period. Any and all rights granted to Buyer regarding the use of the Trademarks shall terminate upon the effective date of the Termination of this EULA.

*Survival.* The sections or subsections of this EULA entitled, “Buyer Rights, Responsibilities and Restrictions,” “Ownership of Software and Documentation; License and Ownership of Trademarks,” “Limited Warranty and Disclaimer,” “Limitations and Exclusions of Liability,” “Termination, Effect of Termination and Survival,” “Governing Law, Jurisdiction and Venue,” and “Severability, Integration and Miscellaneous” shall survive Termination of this EULA.

8. Governing Law, Jurisdiction and Venue If Buyer acquired the Software in a country or territory listed below, as determined by reference to the address on the Purchase Document that the Approved Source accepted, the table set forth below identifies the law that governs the EULA, without regard to any conflicts of laws provisions, and the specific courts that have exclusive jurisdiction over any claim arising under this EULA.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	Laws of State of Florida, United States of America	Federal District Court, Middle District of Florida (Tampa division) or Thirteenth Judicial Circuit Court of Florida, Florida
Canada	Laws of Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Africa (excluding North Africa), Israel or the United Kingdom	Laws of England and Wales	English Courts
Asia Pacific Region (including Australia and Japan but excluding India and China)	Laws of Singapore	Singapore Courts
India	Laws of India	Delhi, India Courts
China	Laws of Hong Kong	Hong Kong Courts
European Economic Area (EEA) (excluding the United Kingdom and Ireland), Switzerland or	Laws of Germany	Frankfurt, Germany Courts

non-EEA Central or Eastern Europe		
Ireland	Laws of Ireland	Dublin, Ireland Courts
Middle East (excluding Israel) or North Africa	Laws of England and Wales	Dubai International Financial Centre (DIFC) Courts