



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

Cloud2Edge Services Terms

1. SERVICES AND SUPPORT

1.1 Subject to the Techland Systems International Limited ('Techland') Cloud2Edge Services Terms ("Agreement"), Techland will use commercially reasonable efforts to provide Customer the Services described herein. As part of the registration process, Customer will identify an administrative user name and password for Customer's Cloud2Edge account. Techland reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Subject to the terms hereof, Techland will provide Customer with reasonable technical support services in accordance with Techland's support practices.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Techland hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license (if applicable) to use such Software during the Term only in connection with the Services. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software"



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.2 Customer represents and warrants that Customer will use the Services only in compliance with standard Ribbon Communication Inc ('Ribbon') published limited product warranties then in effect (the "Warranties") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Techland and Ribbon against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Techland and Ribbon has no obligation to monitor the Customer's use of the Services, Techland and Ribbon may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. Customer agrees to promptly download and install all updates and upgrades of software to enable the Services to optimally function. Techland and or Ribbon reserve the right to immediately terminate Customer's Services for any violations of this Section 2.3.

2.4 Customer shall grant Techland and Ribbon access to the equipment and the software, on an as-needed basis, to monitor, update, and gather data



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

necessary to prepare Customer's invoices and other reports. If Customer alters, modifies, and/or deletes all or portions of this information, or attempts to connect the Cloud2Edge to a different Service, Techland and Ribbon reserve the right to immediately terminate Customer's Services for any violations of this Section 2.4.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Techland and or Ribbon may include non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Techland and or Ribbon to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Techland and Ribbon shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related thereto.



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

3.3 Notwithstanding anything to the contrary, Techland and Ribbon shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Techland and Ribbon will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Techland or Ribbon offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. DATA PROTECTION

4.1 Both parties acknowledge and agree that unless otherwise specifically agreed in writing the Customer is the data controller and Techland and Ribbon are the data processors in respect of all Personal Data referred to in this Agreement. Customer represents and warrants that: (i) it is Customer's responsibility to inform users and third parties that Customer is providing their information to Techland and Ribbon, to inform them of how it will be used and to gather appropriate consents required for such transfer and use; (ii) the transfer of Personal Data to Techland or Ribbon does not violate applicable law or Customer's privacy policy and (iii) any instructions given by Customer to Techland or Ribbon for the processing of Personal Data do not violate applicable law or Customer's privacy policy. Customer will be responsible for all inquiries and complaints regarding Personal Data from Data Subjects or Supervisory Authorities (as those terms are defined by applicable law in the jurisdiction in which the Customer is situated). Customer agrees that Personal Data may be maintained in Techland and Ribbon data centers and may be processed by Techland and Ribbon personnel, affiliates, agents, sub-contractors or consultant's as required for the purpose of providing the Services.

4.2 All Personal Data to which Techland and Ribbon Communications has access pursuant to this Agreement shall belong exclusively to the Customer or



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its end users and Techland and Ribbon shall therefore obtain no proprietary rights in such information pursuant to this Agreement. Personal Data will be processed for the duration of the Agreement and for such longer period as may be required by Techland and Ribbon to comply with its obligations under applicable data retention laws or for the defense of legal claims. Techland agrees and additionally undertakes that:

(a) it will only process the Personal Data for the activities contemplated under this Agreement and will may disclose such Personal Data to Ribbon affiliates, agents and sub-contractors.

(b) it will take appropriate technical and organisational measures to guard against a Personal Data Breach. Without prejudice to the foregoing Techland shall in any event establish and maintain security measures which take into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing;

(c) it will by the date of commencement of the Services have the proper operational procedures in place to protect the integrity of the Personal Data and at the request from the Customer no more than once in each year of this agreement, will allow the Customer to audit any such procedures to confirm that Personal Data has the required protection;

(d) it will take reasonable steps to ensure the reliability of those of its employees, agents, sub-contractors or consultants who have access to the Personal Data and shall limit access to Personal Data to only those employees or agents, subcontractors or consultants strictly necessary to perform the provision of this Agreement who have received proper training and who require access for the purposes described herein;

(e) prior to disclosing any Personal Data that Techland has access to pursuant to this Agreement or any portion thereof to its employees or agents, sub-contractors and consultants, Techland shall issue appropriate instructions requiring them to comply with its obligations herein to receive and treat all



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

Personal Data as confidential and subject to non-disclosure on the same conditions as contained herein;

(f) it shall take immediate and appropriate action in relation to any of its employees, agents, sub-contractors or consultants who have failed to adhere to or ignored the procedures and restrictions in respect of access to Personal Data that he or she has access to pursuant to this Agreement;

(g) it shall without undue delay notify the Customer of any Personal Data Breach. To the extent available, such notification shall describe the nature of the Personal Data Breach, including the categories and approximate number of individuals concerned and the categories and approximate number of Personal Data records concerned;

(h) it shall, upon the Customer's request, return all Personal Data to which Techland has access pursuant to this Agreement and any copies thereof under its power or control. Techland shall destroy or dispose of all Personal Data that it has access to pursuant to this Agreement only with the Customer's express written consent. However Techland may define and implement certain default personal data retention limits and controls in order to enable destruction of personal data in its possession within a reasonable time after the purposes for which the data was collected have been fulfilled including compliance with applicable legal retention obligations;

(i) it will promptly provide at cost such assistance as the Customer may reasonably require in order to deal with any request for subject access;

(j) subject to its, statutory, and customer confidentiality obligations, it will promptly provide the Customer on request with all information, evidence assistance and (upon reasonable notice) access to Techland premises as the Customer may reasonably require to enable the Customer to (i) satisfy itself of the technical and organisational measures in place to protect the Personal Data Techland is processing on the Customer's behalf; and (ii) investigate any incidence of non-compliance with this Section 4.2;



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

(k) Techland may transfer Personal Data or make Personal Data accessible to third parties such as Ribbon or it's affiliates, agents and sub-contractors as described in 4.2(a). Any such transfers are made solely for the fulfilment of the Services, including providing technical support and assistance and for coordinated management of Customer including Customer invoicing.

Techland shall ensure that adequate safeguards are applied to permit international transfers, which may include, with respect to Personal Data subject to applicable EU/EEA data protection regulations, the execution of EC-approved model contract clauses for and on behalf of Customer (for which Customer hereby provides Techland power of attorney), are in place before any such transfer; and

(l) assist Customer in fulfilment of its obligations under applicable data protection laws as it pertains to Techland's processing.

Techland's Privacy Policy can be found at:

<https://www.techland.co.uk/company/terms-of-business/privacy-policy/>

By accepting this Agreement, Customer acknowledges that it has read and accepted this policy.

5. PAYMENT OF FEES

5.1 Customer shall pay Techland the then applicable fees in accordance with the CLOUD2EDGE - SUBSCRIPTION SERVICES ORDER FORM attached as Exhibit C hereto (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Techland reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Techland has billed Customer incorrectly, Customer must contact Techland



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

within ten (10) business days after receipt of the invoice in dispute to be eligible for any corrective action.

5.2 Techland will bill through a monthly invoice. The invoice shall be immediately due and payable upon Customer's receipt of invoice from Techland. The Customer will set up a direct debit for payment of the monthly invoices. Past due amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. If Customer does not cure non-payment within ten (10) business days of becoming past due, Techland may suspend Customer's Services until payment is remitted.

5.3 Customer agrees that Customer's purchase is not contingent upon the delivery of any future functionality or feature request, nor is the purchase dependent on any oral or written promises made by Techland regarding the Services.

5.4 Techland reserves the right to conduct a credit check of Customer prior to the commencement of Services.

5.5 Techland fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the Services herein. If Techland has the legal obligation to collect Taxes for which Customer is responsible under this Section 5.5, then Techland will invoice Customer and Customer will pay that amount (unless Customer provides Techland with a valid tax exemption certificate authorised by the appropriate taxing authority to the satisfaction of Techland).

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

renewed for additional periods of twelve (12) months as the Renewal Service Term (collectively, the "Term"), unless either party requests termination at least thirty (90) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, Techland may terminate this Agreement upon thirty (30) days' notice (or without notice in the case of non-payment), if the Customer materially breaches any of the terms or conditions of this Agreement. If Customer materially breaches any of its obligations, Customer shall pay for the Services in-full. At Techland discretion, fees for the remaining Services will be calculated by taking the highest monthly invoice over the previous twelve (12) month period, multiplied by the number of months remaining in the term of the Agreement. Techland shall not be liable for any loss of Customer's end users due to Customer's non-payment of fees. Cloud2Edge Services are non-refundable. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1 Techland shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Techland or Ribbon or by third-party providers, or because of other causes beyond Techland or Ribbon's reasonable control, but Techland shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Techland and Ribbon do not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND TECHLAND AND RIBBON DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. INDEMNITY

8.1 Techland shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Techland is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defence and settlement; Techland will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Techland, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Techland, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Techland to be infringing, Techland may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

9. LIMITATION OF LIABILITY

9.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, TECHLAND AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES,



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND TECHLAND'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO TECHLAND FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT TECHLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable (if applicable) by Customer except with Techland prior written consent. Techland may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Techland in any respect whatsoever. In any action or proceeding to enforce rights under this



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the courts of England and Wales. The parties shall work together in good faith to issue at least one mutually agreed upon press release within ninety (90) days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Techland and or Ribbon to serve as a reference account upon request.

11. DEFINITIONS

11.1 Implementation Services: Techland will use commercially reasonable efforts to provide Customer the Services described in the Cloud2Edge Implementation Services attached as Exhibit C in the final order package ("Implementation Services"), and Customer shall pay Techland the Implementation Fee in accordance with the terms herein.

11.2 Initial Service Term: Thirty Six(36) Months.

11.3 Services: Cloud2Edge solution offers a comprehensive device-based pricing model inclusive of all base Services and feature additions (collectively the "Services"). Cloud2Edge device-based pricing includes the EdgeView Service Control Center, Report Server, SIP Analytics, and support as defined in Section 11.4 ("Service Fees"). Cloud2Edge EdgeMarc devices are specifically designed for, and can only be used with the Cloud2Edge service offering. Cloud2Edge is intended as a solution for Small and Medium Business (SMB) Customers. As such, it is subject to Techland and Ribbon's guidelines for acceptable use of these Services. Techland and Ribbon reserve



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

the right to audit any and all Cloud2Edge deployments and, if the Services are found to support users outside of the SMB market, then Techland retains the right to assess an additional charge for overages beyond the allowable number of seats per site. Any violation of these acceptable use guidelines may result in automatic adjustments to Customer's monthly invoice. The Cloud2Edge service offering combines concurrent call usage and EdgeView components into a single price point. Cloud2Edge pricing includes the EdgeView Service Control Center, Report Server, SIP Analytics, concurrent calls aggregated across all Cloud2Edge Complete EdgeMarc devices, and support as defined in Section 11.4 ("Service Fees"). Cloud2Edge Complete EdgeMarc devices are specifically designed for, and can only be used with the Cloud2Edge service offering (the "Services").

11.4 Services Fees: Services Fees are described in Exhibit C in the final order package.

11.5 Service Limitation Perpetual License: (a) Only EdgeMarc devices purchased for Cloud2Edge may be used with the Cloud2Edge service offering. At Techland and Ribbon's sole discretion, perpetual license EdgeMarc devices (sometimes referred to as legacy) may be activated in a Cloud2Edge Service environment. The Services defined in Section 11.3 of this Agreement will be limited to the EdgeMarc Services that were granted as part of the original perpetual license.

11.6 Service Limitation End of Life: End of Life limitations (as defined in the Ribbon Service Definitions) will also apply to Services within the Cloud2Edge Service offering.

11.7 Service Limitation Non-Payment: Techland reserve the right to terminate the Cloud2Edge Services for any non-payment or misuse such as tampering with reports generated to support billing. This limitation of Services does not preclude Techland pursuing remedies afforded it in Section 6.2 of this Agreement.

11.8 Personal Data: means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified,



Techland Systems International Ltd, 329 Bracknell , Doncastle Road, Bracknell, Berkshire, RG12 8PE

directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

11.9 Personal Data Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.