



READ AND EXECUTE THIS AGREEMENT BEFORE USING THE VERSA HOSTED HEADEND SERVICE. VERSA NETWORKS IS WILLING TO PROVIDE THE SERVICES DESCRIBED HEREIN TO YOU OR THE ENTITY YOU REPRESENT (COLLECTIVELY "YOU") AND MAKE AVAILABLE RELATED SUPPORT AND MAINTENANCE SERVICES ONLY IF YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT.

YOU SHALL HAVE NO RIGHT TO USE THE VERSA HOSTED HEAD END SERVICE AND/OR RELATED SUPPORT AND MAINTENANCE SERVICES THAT YOU MAY HAVE ORDERED UNLESS YOU HAVE PURCHASED SUCH SERVICES FROM A VERSA NETWORKS-AUTHORIZED PARTNER OR RESELLER (COLLECTIVELY, AN "APPROVED SOURCE"), AND YOU ACCEPT ALL TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL TERMS OF THE AGREEMENT, OR ORDERED SERVICES DESCRIBED HEREIN FROM A NON-APPROVED SOURCE, THEN (A) DO NOT USE THE HOSTED END SERVICE AND/OR REQUEST ANY SUPPORT AND MAINTENANCE SERVICES, AND (B) DISCONTINUE USE OF THE HOSTED HEAD END SERVICE..

BY USING THE VERSA HOSTED HEAD END SERVICE, YOU WILL BE DEEMED TO HAVE ACCEPTED THIS AGREEMENT. IF YOU AND VERSA NETWORKS OR APPROVED SOURCE HAVE SIGNED A SEPARATE WRITTEN AGREEMENT COVERING YOUR RIGHTS AND RESPONSIBILITIES WITH RESPECT TO VERSA HOSTED HEAD END SERVICE, THEN THAT WRITTEN AGREEMENT SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS OF THIS AGREEMENT.

Versa Networks, Inc.
2550 Great America Way, Suite 350
Santa Clara, CA 95054

Your Company:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date below.

VERSA NETWORKS, INC.

YOUR COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**VERSA HOSTED HEADEND SERVICE
END USER SUBSCRIPTION SERVICES AGREEMENT (EUSA)**

This Hosted HeadEnd End User Subscription Services Agreement ("**Agreement**") governs Your rights and responsibilities with respect to the Versa Hosted HeadEnd Service provided by Versa Networks. Capitalized terms used in this Agreement are defined in Section 21 (Definitions). The terms "Customer," "You," "Your," and "Yours" refer to you, the end customer and user of the Hosted HeadEnd Service, whether obtained directly from Versa or through an Approved Source.

1. Services Grant.

When You purchase or rightfully receive rights to the Versa Hosted Head-End Service (Service), Versa grants You a worldwide, non-exclusive, non-transferrable right to use that Service for the term you have purchased. Your use of the Versa Hosted Head-End Service, as well as any components of the solution, may not exceed the scope or quantity You have purchased.

For further details of the related SKUs and descriptions please refer to Versa and/or an Approved Source.

2. Term of Service

Subscription. The term of the Versa Hosted Head-End Service will be 12, 36 or 60 months, as per the term referenced in Your Order.

3. Certain Restrictions, Limitations and Prohibitions.

Start Date. e, Your Versa Hosted Headend subscription Start Date will be when you first use the service or ninety (90) days from the date of Your - Order, whichever is earliest.

Renewals: Your Versa Hosted Headend Service must be renewed to remain in effect. Unless otherwise terminated in writing ninety (90) days prior to the end of the term, Your Versa Hosted Headend ServiceSubscription will automatically be renewed and invoiced for one (1) year.

Terminate: If You opt not to renew Your Versa Hosted Headend Service subscription it will terminate at the end of the current term.

Modify: Your Versa Hosted Headend Service subscription may be upgraded during the term. You should discuss the modification with Versa and/or Approved Source.

Notwithstanding any other term of this Agreement this Section applies to all varieties of Services:

No Rights or Licenses Implied. Rights and/or licenses in and to the Versa Hosted Headend Service not expressly granted to you in this Agreement shall not arise by implication or otherwise and Versa reserves all rights and licenses in the Versa Hosted Headend Service not expressly granted herein.

Approved Source. You shall have no rights in the Versa Hosted Headend Service unless You received the Versa Hosted Headend Service from an Approved Source.

No Subletting or Assignment. You may not sublet, transfer or assign, whether voluntarily or by operation of law, any right in or to the Versa Hosted Headend Service or under any Proof of Entitlement. Any attempted sublet, transfer or assignment shall be void. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization (collectively, a "*Restructure*") where You do not survive the Restructure, any transfer or assignment of your rights herein shall also be deemed a prohibited transfer.

Sole Service Subscriber. You are the sole Versa Hosted Headend Service subscription holder. No rights in the Versa hosted Headend Service and/or any related Support and Maintenance Service shall arise under this Agreement in favor of anyone other than You.

Restrictions on access or use. You shall not allow any third party access to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the Service.

You may not Use or allow use of the Versa Hosted Headend Service in violation of any applicable law or regulation or to support or facilitate any illegal activity.

4. Support & Maintenance Services

Your Versa Hosted Headend Service Subscription entitles you to technical support (via the phone or web). If You have purchased these Service through an Approved Source, then they are your first line of support.

Your Versa Hosted Headend Service Subscription entitles you to updates that are made available by Versa or an Approved Source. These updates will be implemented as part of Versa's ongoing service maintenance.

5. Subscription Services Maintenance Contract fees & Taxes.

a. Fees. All fees are due and payable upon invoice.

b. Taxes. All prices and fees payable in respect of any Versa Hosted Headend Service subscription are exclusive of tax. You shall be responsible for paying taxes arising from the delivery of Versa Hosted Headend subscription Service or purchase of Support & Maintenance Services. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Versa prior to invoicing, and You shall promptly notify Versa or Approved Source if Your exemption is revoked or modified. All payments that You make shall be net of any applicable withholding tax. You will provide reasonable assistance to Versa or Approved Source in connection with such withholding taxes by promptly providing Versa with valid tax receipts and other required documentation showing Your payment of any withholding taxes; completing appropriate applications that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and notifying and assisting Versa or Approved Source in any audit or tax proceeding related to transactions hereunder. You shall comply with all applicable tax laws and regulations, and You will promptly pay or reimburse Versa or Approved Source for all costs and damages related to any liability incurred by Versa as a result of Your non-compliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. Your obligations under this Section shall survive termination or expiration of this Agreement.

6. Termination.

Early Termination for Breach. If at any time You:

- a. fail to make timely payment of any applicable fees due in respect of Service or Support & Maintenance Services, or
- b. use the Service in excess of Your purchased License Metric units but fail timely to notify Versa or Approved Source of such excess use, or otherwise breach any term of this Agreement, then Versa or Approved Source may, in addition to any other remedy to which it may be entitled, terminate Your Service and any rights You may have to Support and Maintenance Services.

Termination for Insolvency. Either party may terminate Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.

Effect of Termination or Expiration. If Your subscription term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to Versa any and all copies of any Software and related documentation in Your possession or control.

Survival. The provisions of Sections 10 through 24 shall survive termination or expiration of this Agreement.

7. Directional Statements and Confidential Information

Versa may from time to time disclose information related to its development and plans for future service, products, features or other enhancements (“**Directional Statements**”). Directional Statements are subject to change at any time, without notice. Except as may be set forth in definitive agreements for a specific potential transaction, Versa provides no assurances, and assumes no responsibility, that future service, products, features or other enhancements will be introduced. Except as may be set forth in definitive agreements for a specific potential transaction, You should not base purchasing decisions upon reliance of timeframes or specifics outlined in Directional Statements.

Each party will use a reasonable degree of care to maintain all Confidential Information of the other party in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those of its employees and representatives that both (i) may have a need to know for purposes of internal evaluation in the case of any Directional Statements or otherwise for Your internal purposes in configuring, installing, using, or supporting the Versa Hosted Headend Service and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either party under this Agreement, whether express, implied, or otherwise.

All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or expiration or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions herein will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

8. **Your Data.** Unless Versa otherwise agrees in a signed writing, You shall not disclose or provide Versa or Approved Source access to any personally-identifiable information, whether in data or any other form. You shall be solely responsible for all consequences of any such disclosure or grant of access.
9. **Ownership.** Versa and Versa's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to all Versa Proprietary Rights used for the Service. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Versa Proprietary Rights.
10. **Limited Warranty.**
 - a. Versa warrants for Your sole benefit that for a period of ninety (90) days from the commencement of the subscription term (herein, the "*Warranty Period*"), the Versa Hosted Headend Service delivered, shall conform in all material respects to Versa's published specifications under normal authorized use consistent with the Versa Hosted Headend instructions. You may not make a warranty claim after lapse of the Warranty Period. In the event of any breach of the foregoing warranty, Versa shall at Versa's option (i) use commercially reasonable efforts to provide You with a remedy or procedure to circumvent the nonconformity, (ii) refund You the License fee paid for the nonconforming copy. Any nonconformity must be reported to Versa in written form and with supporting information reasonably requested by Versa to enable verification, diagnosis and to correct the nonconformity. THIS SECTION 10 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF VERSA FOR BREACH OF ANY WARRANTY FOR ANY BREACH OF WARRANTY BY VERSA WITH RESPECT TO VERSA HOSTED HEADEND SERVICE.
 - b. Restrictions: No warranty will apply if the Versa Proprietary Rights (i) have been altered, except by Versa; (ii) has not been used and/or operated, used in accordance with documentation and instructions supplied by Versa;
 - c. VERSA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE VERSA HOSTED HEADEND SERVICE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.
 - d. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, TO THE EXTENT PERMITTED BY LAW VERSA DISCLAIMS ALL WARRANTIES IN AND TO THE VERSA HOSTED HEADEND SERVICE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE),

INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

11. Limitation of Damages.

- a. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF VERSA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE FEES PAID TO VERSA FOR RIGHTS TO THE VERSA HOSTED HEADEND SERVICE, IN THE TWELVE (12) MONTHS PRIOR TO EVENTS OGIVING RISE TO THE CLAIM.
- b. NEITHER VERSA NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES PROVIDED HEREUNDER.

- 12. Compliance with Laws; Export Requirements.** You shall comply with all applicable laws and regulations in connection with use of theVersa Hosted Headend Service and any related Support and Maintenance Services. You acknowledge and agree that the Versa Proprietary Rights as well as related technical data and assistance that may be furnished in the course of the Support & Maintenance Services may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that the Versa Proprietary Rights was not furnished to You as a result of an export or re-export or import in violation of US or other applicable laws or regulations, that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no S Versa Proprietary Rights are located in or controlled from a site in a Group E country (Cuba, Iran, North Korea, Syria or Sudan), and that You are not using any Software or technology furnished hereunder or in connection with any Support & Maintenance Services to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify Versa if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to Versa of an ultimate destination of the Versa Proprietary Rights, You shall not export, either directly or indirectly, any Versa Proprietary Rights without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. You understand and agree that Versa may without liability or breach impose certain restrictions and conditions, as required in order to protect against violation of export control laws.

- 13. Governing Law.** This Agreement (including all documents incorporated herein) and the terms of any Support & Maintenance Contract with Versa, shall be governed by the laws of the State of California (without reference to its conflicts of laws principles). The provisions of the U.N. Convention for the International Sale of Goods shall not apply. The provisions of the Uniform Computer Information Transactions Act shall not apply. For any disputes arising under this Agreement or any Support & Maintenance Contract that You may have with Versa, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in the courts of the state of California (and the US District Court for the district of Northern California).

- 14. Force Majeure.** Except for Your duty to make payment under this Agreement, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, pandemics, epidemics or fuel crises ("Force Majeure"), provided that the party so affected gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.

- 15. Applicability of This Agreement.**

Separate Signed Agreements. If You and or an Approved Source have signed a valid separate written agreement governing Your use of Versa Hosted Headend Service then that signed agreement will take precedence over any inconsistent terms of this Agreement.

- 16. Complete Agreement and Modifications.** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Versa Hosted Headend Service. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in the paragraph below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

Any such modification shall govern the terms of Your license for any extension or renewal term of the Versa Hosted Headend Service, but only if that extension or renewal term or reinstatement period starts after posting of the modification.

- 17. Severability.** If any portion of this Agreement is held invalid by a court of competent jurisdiction the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

18. Notification.

a) General: Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in writing, Versa by email or by mail or courier to 2550 Great America Way , Suite 350, Santa Clara, CA 95054 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Versa Customer Support at <http://www.versa-networks.com/support>. If You have no such user account, then notification shall be deemed given to You by emailing or sending by mail or courier notice to any office or contact email address for the Authorized Source from which You acquired Your subscription.

b) HIPPA: Should Versa enter into a Business Associate Agreement ("BAA") while providing the subscription service, Versa will comply with The HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, requiring HIPAA covered entities and their business associates to provide notification following a breach of unsecured protected health information. Specifically, Versa will assist you in providing notice to next of kin regarding a breach of personal data involving your employees who have used the subscription service and are now deceased.

- 19. Waiver.** The failure of Versa or Approved Source to require Your performance of any provision of this Agreement shall not affect Versa's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

- 20. Translations.** Translations of this Agreement may appear at <http://www.versa-networks.com/support/docs/eula.html>. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.

21. Definitions

- "**Confidential Information**" includes any information disclosed by one party to the other relating to the Versa Hosted Headend Service and/or any Support & Maintenance Services (i) in tangible form if it is designated "Confidential" or "Proprietary"; (ii) orally, if also summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) that by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Without limiting the foregoing, any Directional Statements, and any results of any benchmarking or other testing You perform on the Versa Hosted Headend Service, shall be considered Versa Confidential Information. -Confidential Information does not include information that: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

- **“Dedicated Head-End”** consists of a shared Concerto and dedicated Versa Director, Versa Controller and Versa Analytics, and is based on the total quantity of SD-WAN subscriptions to be managed and operated by the Dedicated Versa Hosted Head-End Service
- **“Dedicated”** means the instances are exclusively for your use as opposed to shared with other end user – based access controls
- **“Hosted Head-End Service”** consists of Versa Concerto, Versa Director, Versa Controller and Versa Analytics, (Collectively, **“Hosted Head-End Service”**) hosted by Versa Networks, Inc. and offered as a Service.
- **“MPA”** means Your Master Purchase Agreement with Versa, if applicable.
- **“Proof of Entitlement”** is a Versa order confirmation or other Versa-issued written or electronic confirmation of Versa's grant to You of a license. The Proof of Entitlement must identify You, the Services licensed, the license identifier, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased.
- **“Service”** means the Versa **Hosted Head-End Service** which are offered on the following basis:
 - a) Dedicated - based on the total quantity of SD-WAN subscriptions to be managed and operated by the Hosted Head-End Service.
 - b) Shared – based on an individual SD-WAN subscription to be managed and operated by the Hosted Head-End Service and based on the bandwidth capacity of that SD-WAN subscription.
- **“Shared Head-End”** mean instances of the **Hosted Head-End Services** are shared with other end users, and segmented using role -based access controls, and is based on an individual SD-WAN subscription to be managed and operated by the Shared Hosted Head-End Service and based on the bandwidth capacity of such SD-WAN subscription.