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IF YOU AND VERSA NETWORKS OR VERSA AUTHORIZED PARTNER HAVE SIGNED A SEPARATE WRITTEN AGREEMENT COVERING YOUR RIGHTS AND DUTIES WITH RESPECT TO THE SOFTWARE, THEN THAT WRITTEN AGREEMENT TAKES PRECEDENCE OVER ANY CONFLICTING TERMS OF THIS AGREEMENT.

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

Your Company:

Attention:

Attention:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Versa Networks, Inc.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

END USER LICENSE AGREEMENT for TITAN

This Versa Networks Titan End User License Agreement ("Agreement") governs Your rights and duties with respect to the Software. Capitalized terms used in this Agreement are defined in Section 26 (Definitions).

1. License Grant.

- a. When You purchase or rightfully receive a license to a Versa product, Versa grants You a worldwide, nonexclusive, non-transferrable right to install and use that Product for the term stated that you have purchased for.
- b. Versa Titan Product, as well as Versa FlexVNF, V.Director, V.Analytics use may not exceed the scope or quantity of the units of product that You purchased,
- c. You may install and use the Smart-Phone Software on any device that supports it
- d. FlexVNF comes preinstalled on the Hardware Appliance you purchased.

2. Licensing Model.

Software offered by Versa for Titan comes with programmatic license enforcement. It is Your responsibility to purchase the right License Tier.

In the case of private Titan instances, it is Your responsibility to report Your usage to Versa on a quarterly basis. Versa reserves the right to verify Proof of Entitlement and corresponding Software usage as defined in the following sections.

3. Term of License.

- a. Subscription License. If Your Titan license is a Subscription License (see Section 5 below), then the term of the Subscription Licenses shall be 12 months, 36 months or 60 months as per referenced in Your Purchase Order. The term of Your Subscription License is subject to the actions and status as defined in Section 5 (Subscription License).
- b. Start Date. Unless Your commercial agreement directly with Versa states otherwise, Your Subscription Start Date will be ninety (90) days from the date of Your Purchase Order. If you are providing a Managed Service, the Start Date will be upon activation of your customer.

4. License Metric Definitions:

- a. **Versa Titan Service Instance** – Versa Titan is a cloud-based Service offering which includes its management portal and ecommerce suite to provide fixed, well-defined, self-managed connectivity and security service options. You, as our customer, are expected to choose from the pre-defined Versa Titan Service Tiers for each Hardware appliance and the duration of the service. As your Versa Titan Service instances get activated, each subscription gets recorded by the Titan management software with details such as You as the customer name, Appliance Name, Service Tier, Hardware Appliance type and Subscription Duration and each subscription is tracked accordingly.
- b. **Versa Titan Service Tier** – Unique set of features deployed on a specific FlexVNF instance designate a Versa Titan Service Tier. You are expected to select the right Service Tier based on your needs. Versa Titan tracks the specific Service Tier instance using a unique Appliance-ID. You are entitled to configure features within the Service Tier as allowed by each Service Tier scope. At any given time you can Upgrade your Titan Service Tier.
- c. **Versa Titan Service Bandwidth** – As part of Versa Titan offering, You are entitled to use the maximum capacity of the appliance that FlexVNF software comes preloaded with. Versa Titan software tracks the WAN bandwidth used and it can report to you to help you manage your service capacity accordingly so that if you can manage your setup's capacity accordingly.
- d. **Versa Titan Hardware** - FlexVNF for Versa Titan is only supported on Versa Cloud Services Gateway Series (CSG) hardware appliances. CSG platforms come preloaded with FlexVNF software. Each

appliance needs to be purchased or leased from Versa or Versa Authorized Channel partner for Titan. Once activated, each Appliance gets represented with a unique Appliance-ID within the software.

e. **Versa Titan Service Duration** – You are entitled for the Versa Titan Service for the duration of the subscription you have chosen. At any given time, you can extend your subscription. Prior to subscription duration end, Versa Titan software will remind you of the upcoming service deadline and you will be expected to renew your subscription. If you do not renew your subscription, after a grace period of 30 days, your subscription will be terminated.

f. License Metrics are defined in Section 4 above unless Your other forms of License Metrics in Your MPA states otherwise. Other forms of License Metrics may be defined based on unique entitlement metrics and corresponding usage measurements as identified and defined in Your commercial agreement.

5. Subscription License. Subscription Licenses are used for production or commercial applications. The License Metrics described in Section 4 above apply to Your license and corresponding Proof of Entitlement. The term of the Subscription License shall be 12, 36 or 60 months, depending on the Subscription Duration you chose, from the date of receipt of a Purchase Order unless Your commercial agreement states otherwise. The Term of License is regulated by the Subscription start date & time and end date & time. The start and end date & time are controlled by Versa Titan Software. Versa Titan Subscription Actions and corresponding Subscription Status are defined below:

a. Activate. Versa Titan Subscription gets auto activated when the Hardware Appliance gets auto provisioned. Once the specific Versa Titan Subscription instance is activated, License gets activated and from this date on, it runs w/out stoppage during the Versa Titan Service Duration. All functionality as defined by Your Subscription License are available in Active status.

b. Deactivate. You can choose to deactivate the specific configuration to manage events like site closure, site move, RMA etc. Deactivate action is only available if the Versa Titan Subscription License is in an Active status. Deactivate action does not actually stop the Versa Titan Subscription time, it just deactivates the configuration and when you want to Re-Activate, you can reactivate the configuration as-is or you can change the Versa Titan Service Tier and re-activate it. During the time period of deactivation, Versa Titan Service continues to deduct from its Service Duration. Once the end of the Total Service Duration is reached, the specific Service Instance is terminated after the grace period.

c. Reactivate. Specific action reactivates the configuration of a Suspended device while Subscription License has been running. Reactive gives the possibility to move the appliance to another site or to continue the service after a period of inactivity. Note that neither Deactivate, nor Re-Activate changes the remaining life of Versa Titan License instance assigned for that appliance. Versa Titan License instance continues without any stop or pause hence remains unaffected

d. Upgrade: Specific action determines the Subscription License upgrade details. An Upgrade action results in termination of the previous subscription without any termination penalties and start of the new subscription with the upgraded capacity. Remaining Versa dollar credits coming from the termination of the previous tier of service would be applicable to the new tier

e. Renew: Specific action determines the Subscription License is set for renewal. Renewals are manual and Versa Titan Service Instance needs to be renewed by You.

f. Downgrade. Specific action determines a Versa Titan Subscription License is set for termination first and subsequently a new Subscription License is started.

6. Support & Maintenance Services

a. General. Subject to its EOL/EOS Policies, Versa makes available the support & maintenance services (the "Support & Maintenance Services") described in the Versa Support Services Agreement ("SSA") (see respective document from Versa). All Support & Maintenance Services are subject to the terms and conditions of this EULA and the Versa SSA.

b. Versa Titan Subscription License. Your Software is licensed under a Subscription. During the term of the Subscription, Versa shall provide Versa Titan Software Support & Maintenance Services at no additional charge.

c. Special Purpose Licenses. Versa has no obligation to furnish Support & Maintenance Services of any kind for Software licensed under a Special Purpose License. Versa may provide certain Support & Maintenance Services for Special Purpose Licenses for demonstration, lab & evaluation to the extent described in the Versa SSA or explicitly defined in your MPA.

d. Updates. Updates are available to You only as a part of Support & Maintenance Services. By downloading or taking delivery of any Update, Your rights with respect to the Update are subject to the terms the latest revision of this Agreement posted at the time of Your receipt of the Update, the then current applicable SSA, then-current EOL/EOS Policies, Your Proof of Entitlement for the Software and any non-standard terms and conditions specifically defined in Your MPA. Your rights to use the Update are also subject to Your ceasing all use of the replaced Software (or, as the case may be, the replaced portion of the Software if an Update is provided in form of a patch).

7. Certain License Restrictions, Limitations and Prohibitions. Notwithstanding any other term of this Agreement, this Section applies to all varieties of licenses, whether Subscription, Special Purpose Licenses or otherwise:

a. No Rights or Licenses Implied. Licenses or rights in the Software not expressly granted in this Agreement shall not arise by implication or otherwise.

b. Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.

c. No Sublicensing or Assignment. You may not sublicense, transfer or assign, whether voluntarily or by operation of law, any right or license in or to the Software or under any Proof of Entitlement. Any attempted sublicense, 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 transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

d. You are Sole Licensee. No rights or licenses in the Software or any Support & Maintenance Services shall arise under this Agreement in favor of anyone other than You.

e. Separately Licensable Software. The software image that contains Software that You license from Versa or its "Approved Sources" might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Features and functionality are not included in your license to the revision of the Software you licensed unless a feature description for that version of the Software identifies those features and functionality as being included in a specific Solution Tier or Solution Tier Option.

f. Restrictions on charging a fee for access or use. You shall not allow any customer or other third party to grant anyone else access for a fee or other consideration to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the Software.

g. Other Use Restrictions and Prohibitions. You shall not, directly or indirectly:

Decompile, disassemble or reverse engineer the Software or modify, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires Versa to provide interface information to You to adapt the Software, Versa, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Versa reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services.

Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image you have received even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately

from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);

Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) solely for Your benefit in performing its contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to Versa for compliance with all provisions of this Agreement;

Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by Versa; or

Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.

8. License and Maintenance Contract fees & Taxes.

a. Fees. Unless otherwise specified in Your MPA, Your Proof of Entitlement or a separate written agreement between You and Versa or Versa Authorized Partner, all fees are due and payable in advance upon acceptance of Your purchase order.

b. Taxes. All prices and fees payable in respect of any license to Software (including any Subscription) or any Support & Maintenance Contract entered into with Versa or Versa Authorized Partner are exclusive of tax, unless it is stated otherwise in the contract between You and the Versa Authorized Partner. You shall be responsible for paying taxes arising from the licensing or delivery of Software (including any Subscription) 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 Versa Authorized Partner 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 Versa Authorized Partner 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 Versa Authorized Partner 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 Versa Authorized Partner 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.

9. Termination.

a. Early Termination for Breach. If at any time You

i. fail to make timely payment of any applicable fees due in respect of Software licensed or Support & Maintenance Services, or

ii. use the Software in excess of Your purchased License Metric units but fail timely to notify Versa or Versa Authorized Partner of such excess use, or

iii. otherwise breach any term of this Agreement or Your MPA, then Versa or Versa Authorized Partner may, in addition to any other remedy to which it may be entitled, terminate Your license to the Software and any rights You may have to Support & Maintenance Services.

b. 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.

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

d. Survival. The provisions of Sections 9 through 26 shall survive termination or expiration of this Agreement.

e. Early Termination. In the event of Service Termination prior to the subscription end date, the actual License Instance will continue to run until its originally planned subscription end date. Remaining credits may be used when the Service Instance is activated again. If all services are terminated, no fees will be paid back.

f. Downgrade of Subscription. Downgrade of an existing subscription is the equivalent of service termination, which requires an early termination fee, if any, and the start of a new subscription service.

10. Product Direction Statements & Confidential Information

a. Versa may from time to time disclose information related to its development and plans for future products, features or enhancements ("Product Direction Statements"). Product Direction 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 products, features or 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 Product Direction Statements, because Versa may delay or never introduce the future products, features or enhancements.

b. "Confidential Information" includes any information disclosed by one party to the other relating to the Software 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 Product Direction Statements, and any results of any benchmarking or other testing You perform on the Software, 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.

c. Each party will use a reasonable degree of care to maintain all Confidential Information of the other 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 Product Direction Statements or otherwise for Your internal purposes in configuring, installing, using or supporting the Software 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.

d. 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 termination of this Agreement. Each party agrees that the violation of the confidentiality provisions 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.

e. 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.

11. Your Data. Unless Versa otherwise agrees in a signed writing, You shall not disclose or provide Versa or Versa Authorized Partner 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.

12. Ownership. Versa and Versa's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

13. Limited Warranty.

a. SOFTWARE LICENSED FOR LAB USE, EVALUATION USE OR DEMONSTRATION USE ARE FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. For any other license of Software under this Agreement, Versa warrants for Your sole benefit that for a period of ninety (90) days from the commencement of the license term (herein, the "Warranty Period"), the Software delivered, shall be confirm in all material respects to Versa's published specifications under normal authorized use consistent with the product 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) replace non-conforming copy with one that conforms to specification, (ii) use commercially reasonable efforts to provide You with a remedy or procedure to circumvent the nonconformity, (iii) 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 13 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 SOFTWARE.

b. Restrictions: No warranty will apply if the Software (i) has been altered, except by Versa; (ii) has not been installed, operated, repaired, or maintained in accordance with documentation and instructions supplied by Versa; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed solely for Lab Use, Evaluation Use or Demonstration Use or if the Software is beta software or otherwise not commercially released. In addition, neither the Software nor any hardware system on which it may be installed is designed or intended for (i) use in the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; (iii) operating life-support or life-critical medical equipment or (iv) incorporation in a dwelling or for personal, family, or household purposes or otherwise for use as a consumer product, and Versa disclaims any express or implied warranty of fitness for such uses. You are solely responsible for backing up its programs and data to protect against loss or corruption. VERSA WARRANTY OBLIGATIONS DO NOT INCLUDE INSTALLATION, REINSTALLATION OR SUPPORT & MAINTENANCE SERVICES OF ANY KIND.

c. Versa Networks warrants Versa CSG Hardware Appliances for a period of two (2) years from the Start Date, Versa Networks hardware purchased by customer ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser of the Hardware from a Versa Authorized Reseller or Versa Networks, itself. In the event that Versa Networks receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Versa Networks sole and exclusive liability, shall be for Versa Networks, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Versa Networks. Versa Networks will use commercially reasonable efforts to ship the replacement Hardware within 6 to 8 (six to eight) weeks after receipt of the product at a Versa Networks Repair Center. Actual delivery times may vary depending on the customer location. For more details on hardware, please refer to Versa Warranty Document.

d. VERSA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

e. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW VERSA DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (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.

14. 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 PRICE PAID TO VERSA FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE SUBSCRIPTION OR FOR THE CONTRACT FOR SUPPORT & MAINTENANCE SERVICES, WHICHEVER GAVE 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 SOFTWARE OR SERVICES PROVIDED HEREUNDER.

15. Compliance with Laws; Export Requirements. You shall comply with all applicable laws and regulations in connection with use of the Software and any Support & Maintenance Services. You acknowledge and agree that the Software 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 Software 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 Software is 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 Software, You shall not export, either directly or indirectly, any Software 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 on Support & Maintenance Services in order to protect against violation of export control laws.

16. Commercial Computer Software. The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof,

You shall acquire only those rights with respect to the Software that are set forth in this Agreement and Your Proof of Entitlement.

17. Third Party Software. Any licensor of Versa whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were Versa. In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Versa to make the source code for those portions publicly available (such as the GNU General Public License ("GPL") or the GNU Lesser General Public License ("LGPL")), Versa will make those source code portions (including Versa modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. You may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>. Open source information and information on contacting Versa can be found at <http://www.versa-networks.com/support>.

18. 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).

19. Force Majeure. Except for Your duty to make payment for Software or Services, and except for Your unauthorized installation or use of Software, 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, or fuel crises ("Force Majeure"), provided that the party 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.

20. Applicability of This Agreement.

a. Separate Signed Agreements. If You and an authorized representative of Versa have signed a valid separate written agreement governing Your use of any or all Software licensed from Versa, then with respect to that Software that signed agreement will take precedence over any inconsistent terms of this Agreement.

b. Transition Rules. If You licensed any Software from Versa under a different End User License Agreement or a separate signed agreement, then this Agreement shall apply to that Software if and when, following posting of this Agreement at <http://www.versa-networks.com/support/docs/eula.html>, You either purchase additional License Metric units for the Software, renew the license at the end of the License Term, or purchase new License Grants.

21. Complete Agreement & Modifications. This Agreement together with the applicable SSA, 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 Software and Support & Maintenance Services. 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 subsection 21.a below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

a. Future Modifications. Versa may at any time post on its website (or that of its affiliates) modifications or restatements of this Agreement, SSA, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the SSA. Any such modification shall govern the terms of Your license for any extension or renewal term of the license (or of any Subscription or Support & Maintenance Contract, as applicable), but only if that extension or renewal term or reinstatement period starts after posting of the

modification. (See also section 6.d., above, regarding application of modifications of this Agreement to Updates.)

22. **Severability.** If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

23. **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.versanetworks.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 license.

b) HIPAA: 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.

24. **Waiver.** The failure of Versa or Versa Authorized Partner 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.

25. **Translations.** Translations of this Agreement may appear at <http://www.versanetworks.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.

26. **Definitions.** The following definitions apply to capitalized terms used this Agreement:

- o "Agreement" means this End User License Agreement.
- o "SSA" means Versa Support Services Agreement.
- o "Approved Source" is Versa or a partner, distributor or reseller authorized by Versa to distribute Software and Support & Maintenance Services in the territory in which You are located.
- o "Confidential Information" is as defined in Section 10, above.
- o "Customer" or "You" means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that (A) is the original end user purchaser of a license to the Software from an Approved Source, (B) accepts the terms of this Agreement, (C) is identified as "Customer" or "End User" in the applicable Proof of Entitlement, if any, and (D) has registered by name with Versa as end user of the Software.
- o "Preloaded Software" means Software that is delivered pre-installed on Versa compatible hardware platforms, together with Updates for that Software.
- o "Versa Networks" or "Versa" means Versa Networks, Inc.