

## END USER LICENSE AGREEMENT

---

**READ THIS:** YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE PRODUCTS (DEFINED BELOW). CLICKING "I ACCEPT" MEANS YOU ACCEPT THESE TERMS AND CONDITIONS AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON YOU. IF YOU DO NOT AGREE WITH THEM, OR DO NOT WANT THEM TO BE BINDING ON YOU, DO NOT CLICK "I ACCEPT" AND YOU MAY NOT USE THE PRODUCTS.

THIS END USER LICENSE AGREEMENT (THIS "EULA") IS MADE AS OF THE DATE INDICATED IN YOUR ORDER (DEFINED BELOW) (THE "EFFECTIVE DATE"), BY AND BETWEEN EASYMEETING INC. (US/AMERICAS) OR EASYMEETING AS (EMEA), ("EASYMEETING", "WE", "US", OR "OUR") AND THE OTHER ENTITY ENTERING INTO THIS EULA IDENTIFIED IN THE ORDER ("CUSTOMER", "YOU" OR "YOUR"). SOME WORDS IN THIS AGREEMENT ARE CAPITALIZED WHEN GRAMMATICAL RULES WOULD NOT REQUIRE. THESE WORDS ARE DEFINED IN THE SECTION IN WHICH THEY FIRST APPEAR. THE CONTROLLING VERSION OF THIS AGREEMENT IS THIS ENGLISH LANGUAGE VERSION.

**1. Background.** We develop, own and/or license proprietary information technology solutions that enable business users to improve and manage internal and external communication and information exchange. We offer licenses to access these solutions (the "Products") as well as their related technical and user documentation (the "Documentation") and, in some cases, related equipment and hardware ("Hardware"). This EULA establishes Your rights and obligations as the purchaser of such license rights.

**2. License Grant.** Subject to the terms and conditions of this EULA, We grant to You during the Term (as defined below) a revocable, non-exclusive, non-assignable (except as permitted under Section 12 below), non-transferable right, for the number of license seats set forth in Your Order, to Use the Products solely for Your own internal business purposes and subject to the restrictions in Section 4 below. The term "Use" shall mean Your right to: (a) access the Products from your country; (b) display graphical interface components; and (c) make incidental temporary copies when such copying is an essential, machine-caused step in the exercise of the rights granted in this Section 2 (e.g., automatic, machine-made random access memory copies). You also may access, download, display and print the Documentation as reasonably required in connection with Your Use of the Products. The license granted hereunder does not permit academic, trial or beta-version use, as all such rights are governed by separate terms and conditions, and expressly excludes any rights to source code or object code. The term "Order" shall mean each purchase order agreed upon with You by Easymeeting's authorized Product vendor or reseller.

**3. Payments.** In consideration for the license hereunder, You shall pay the fees as set forth in the Order associated with the Products. Customer shall, in addition to the other amounts payable under this EULA, pay any and all sales, use, or other taxes associated with this EULA, whether federal, state, kommune, provincial, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this EULA, including, but not limited to, the license of the Products and the provision of any related services or Hardware. Licenses are assigned to a user and carry a term of either 12, 24, 36, 48 months. The standard term of this agreement is twelve (12) months. At the conclusion of the initial (12) twelve months term the service shall automatically renew until cancelled with three (3) months of notice. Notice must be submitted by end user to the Easymeeting Service Center in writing at [post@easymeeting.net](mailto:post@easymeeting.net).

Any failure of payment to EASYMEETING will result in the immediate cancellation of license and all efforts will be enforced to receive payment at the expense of the user. Any cancellation of services and license can only be granted with written approval from EASYMEETING any cancellation of service charges will be assessed to end user. Any written requests to cancel within the terms aforementioned will result in a charge to be determined based on the amount of time remaining. The final cost of cancellation will be forwarded to end user within 14 days of cancellation request.

**4. Authorized Users.** "Authorized Users" means Your employees that have been authorized to access the Products by You and whom You identify to Us as Authorized Users in accordance with this Section 4. You may determine which of Your employees are to be Authorized Users and shall identify all Authorized Users to Us. We shall provide user IDs and passwords to You for each Authorized User. You shall not, and shall cause Your Authorized Users not to, share, disseminate, or otherwise compromise the security of such user IDs and passwords. If a user ID or password is lost, stolen, or misappropriated, You shall promptly notify Us of such event by telephone and in writing. You shall provide Us with written notice of any changes in the Authorized Users and We shall issue new user IDs and passwords for any new Authorized Users. We, in our sole discretion, may revoke any user ID issued to any person or entity who breaches this EULA.

**5. Conditions of License; Export Laws.** You shall not, and shall cause Your Authorized Users to not: (a) modify, translate, reverse engineer, decompile, disassemble, circumvent any technological

measures controlling access to, or create derivative works based on, or improvements of, the Products; (b) copy the Products other than as permitted above and only if all copyright and other proprietary or restricted rights notices are reproduced; (c) rent, lease, grant a security interest in, or otherwise transfer rights to the Products except as specifically allowed by Section 12 below; or (d) use the Products, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the Products for the benefit of or to render services to a third party. The Products may be subject to restrictions and controls imposed by international EØS, European Union and North American treaties and other applicable transfer control and prohibited persons laws and regulations of the United States, EØS, European Union and other jurisdictions (collectively the "Export Laws"). You shall not ship, transfer, distribute, export, re-export, use, deliver or disclose all or any portion of the Products, Documentation, Hardware, or any related information, data or technology to any jurisdiction, individual or entity in violation of the Export Laws. By accepting this EULA, You represent and warrant to Us that You are compliant with applicable Export Laws. You shall indemnify, defend and hold Us harmless from all claims, damages, liabilities and penalties (including reasonable legal costs) arising out of, or in connection with, a breach of this Section 5.

**6. Customer Usage Information.** You acknowledge and agree that the Products may contain certain subroutines which automatically generate and deliver to Us or Our designees electronic reports via the Internet setting forth the total number of users of the Products and related usage information. If such reports are at any time delayed, interrupted or suspended, or if We at any time have reasonable grounds to believe that such reports are incorrect or not functioning properly, then You shall, upon reasonable prior notice from Us, permit access by Us or Our authorized representatives, to the Products for purposes of diagnosing and correcting any such error and/or re-configuring or re-installing the Products for such purposes. You acknowledge and agree that We may use any and all information generated and delivered to Us as described above for purposes of auditing Your compliance with the terms of this EULA and for other legitimate business purposes.

**7. Recommended Upgrades.** You acknowledge and agree that We may, from time to time, and at Our sole discretion, distribute to You or incorporate into the Products, at no charge, updates, patches and major and minor releases for the Products and Hardware (collectively, "Recommended Upgrades") and that You shall implement such Recommended Upgrades. We shall not be responsible in any way for the performance of the Products if You do not implement any such Recommended Upgrades.

**8. Ownership; Confidentiality.** You understand that, as between You and Us, the Products, and all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets) and moral rights (including rights of attribution, authorship and subsequent modification) throughout the world in and to the Products, Documentation and Hardware, and all derivative works and improvements to them (as each of those terms is defined and applied under Title 17 and Title 35 of the U.S.C.), are owned or licensed by and are proprietary to Us, Our licensors or suppliers. If any portion of the Products is deemed not to be protected by intellectual property laws and/or if You receive any confidential, non-public information from Us, You shall hold all such information in the strictest confidence and shall not use or disclose such information to any party except those of Your employees and agents with a need to know in order to allow You to perform Your obligations and exercise Your rights hereunder. Notwithstanding the preceding sentence, if You have previously entered into a non-disclosure or other confidentiality governing Your disclosure of information about the Products or our business, such agreement shall govern Your confidentiality obligations hereunder.

**9. Audit.** During the term of this EULA and for three (3) years thereafter, You must maintain accurate records regarding Your use of the Products, which We at Our expense may review and audit at Your location in order to confirm Your compliance with this Agreement, subject to Our confidentiality obligations and upon providing reasonable prior notice to You.

END USER LICENSE AGREEMENT

Effective Date: \_\_\_\_\_

Contract No.: \_\_\_\_\_

**10. Warranty; Disclaimer.** [Without limiting the service levels set forth in the Service Level Agreement associated with Your Order (the "Service Levels"), We warrant that for thirty (30) days after Your first Use, the Products, when operated with the equipment, configuration and in the operating environment specified by Us, will perform substantially in accordance with the technical specifications.] Your sole remedy and Our sole liability with respect to breach of warranty in this Section is to replace the defective Products. All warranties are expressly conditioned on Your providing actual, written notice to Us at (in AMERICAS) Easymeeting Inc., 60 Willow Street # 102 , 06355 Mystic, Conn. USA, Attn: President or (in EMEA) Easymeeting AS, Postboks 2352, ,9270 Tromsø, Norway, Attn: President, within ten (10) days of discovering an alleged breach of this warranty. We shall not be responsible under any warranty in any manner for: (a) matters related to causes external to the Products including failures of Hardware or third party telecommunications data lines; (b) Your use of the Products in a manner that does not conform to Our specifications; (c) any defect or non-conformity not reported in accordance with this Section; and/or (d) any third party software, hardware or other equipment or components which are not expressly authorized by Us for use with the Products. THE WARRANTIES PROVIDED IN THIS SECTION ARE THE ONLY WARRANTIES WE PROVIDE AND THERE ALSO MAY BE ADDITIONAL DISCLAIMERS PROVIDED IN THE DOCUMENTATION FOR THE PRODUCTS. THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE ERROR FREE, OR WILL WORK IN ALL COMBINATIONS SELECTED BY YOU. EASYMEETING'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE FROM, OUR RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS.

**11. LIMITATION OF LIABILITY.** IN NO EVENT SHALL WE, OR OUR AFFILIATES, SUCCESSORS, LICENSORS, LICENSEES OR RESELLERS, OR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS OR OTHER AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS OR LOST DATA. OUR LIABILITY FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCTS WITHIN THE [THREE (3) MONTH] PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION APPLY TO ALL CLAIMS OR CAUSES OF ACTION ON WHATEVER BASIS AND UNDER WHATEVER THEORY, AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR SUCH CLAIM IS REASONABLY FORESEEABLE. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**12. Term and Termination.** This EULA and the license granted hereunder are effective from Your initial Use until such Use is terminated by either party in accordance with this Section. The standard term of this agreement is twelve (12 ) months. At the conclusion of the initial (12) twelve months term the service shall automatically renew until cancelled with three (3) months of notice. Notice must be submitted by end user to the Easymeeting Service Center in writing at post@easymeeting.net.

Easymeeting may terminate this EULA and the license immediately if You breach any of the provisions of this EULA or otherwise violate, or attempt to violate, any applicable intellectual property laws relating to any of Our proprietary information. Once You have paid all required

fees, You may terminate this EULA and the license at any time subject to the terms of this Section. Upon any such termination or expiration You: (a) shall immediately discontinue all Use of the Products, Documentation and Hardware; (b) immediately return or destroy the Products and Documentation (as determined by Us) together with all copies; (c) immediately return all Hardware; and (d) certify in writing that such return or destruction is complete. Upon any termination or expiration of this EULA, You automatically forfeit all rights to receive updates to the Products.

**13. Assignment.** You shall not assign or transfer Your rights or obligations under this EULA without Our prior written consent. Any purported assignment in violation of this Section 13 shall be null and void.

**14. Miscellaneous.** This EULA shall be governed by and construed in accordance with the laws of the United States of America (AMERICAS) or in accordance with the laws of the country of Norway (EMEA) without regard to principles of conflicts of laws. All claims or actions arising here from shall be brought in the appropriate court in the United States of America (AMERICAS) or in the appropriate court in the Country of Norway (EMEA), and You consent to personal jurisdiction and venue therein. All disputes arising in connection with this Agreement shall be settled by arbitration. You hereby agree and represent that You will not initiate or participate in a class action with respect to any dispute pursuant to this Agreement, and that We are entering into this Agreement in reliance on this agreement and representation. The arbitration shall be held in the United States and shall be conducted by and in accordance with the commercial rules of the United States arbitration authority then in effect by arbitrators knowledgeable in the industry. The award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof. This provision shall expressly survive termination of this Agreement. You shall comply with all local, state, kommune, provincial, federal, and other laws governing Your Use of the Products. This EULA is the entire agreement of the parties with respect to Your possession and Use of the Products, except if You have entered into a separate, valid and existing license agreement with Us or any of Our subsidiaries or affiliates, in which case that separate license agreement shall govern solely to the extent of any inconsistency with this EULA. There are no intended third party beneficiaries to this EULA. If any provision of this EULA is found to be unenforceable, the enforceability of the remaining provisions shall not be affected. Section headings are used for convenience of reference only. This EULA may be modified only by mutual written consent of the parties. The waiver by either party of any default or breach shall not constitute a waiver of any other or subsequent default or breach. No waiver or modification of this Agreement, either in whole or in part, shall be effective unless contained in a writing signed by an authorized representative of both parties.