



## END USER SUBSCRIPTION AGREEMENT

Serenova is willing to perform certain subscription services, each as identified and agreed in agreements between you and Serenova only upon the condition that you accept all of the terms and conditions contained in this End User Subscription Agreement. If you are entering into this End User Subscription Agreement on behalf of an organization, all references to “you” and “your” in this End User Subscription Agreement shall mean collectively the organization and the End Customer of the Serenova Services.

1. The following defined terms apply to this End User Subscription Agreement:
  - a. “End Customer” means the organization or entity subscribing to the Serenova Service pursuant to an agreement with Serenova, to which the terms in this End User Subscription Agreement are applicable.
  - b. “Serenova” means Serenova, LLC a Delaware corporation with a principal place of business at 7300 RR 2222, Bldg 3, Ste 200, Austin, Texas 78730, USA.
  - c. “Serenova Confidential Information” means Confidential Information belonging to Serenova and includes, without limitation, the Serenova Service and the Serenova Materials.
  - d. “Serenova Materials” means Serenova materials provided to End Customer in conjunction with the Serenova Service, including any and all training, marketing, and demonstration materials, diagrams, test plans, and work flows owned by Serenova and given to End Customer and/or its Users pursuant to this Agreement.
  - e. “Serenova Service” means the hosted contact center infrastructure platform for management, transmission and receipt of interactions for voice and other wireless communication channels provided to End Customer pursuant to an agreement between End Customer and a Serenova Serenova Service includes the CxEngage platform and the Classic Platform, according to the platform service purchased by End Customer. The agreement, including any master agreements, order forms, statements of work and exhibits thereto between Serenova and End Customer governing subscription to the Serenova Service and services related thereto shall be referred to collectively as the “Subscription Agreement.”
  - f. “Users” means End Customer employees, consultants, contractors, or agents who are authorized by End Customer to use the Serenova Service in support of End Customer’s contact center operations and who have been administered user logins and passwords to use the Serenova Service.
2. The Parties agree that this End User Subscription Agreement shall apply to End Customer’s and its Users’ use of the Serenova Service and associated Serenova Materials and the safeguarding of those items as well as any other Serenova Confidential Information provided under the Subscription Agreement. In the event of any conflict between the terms and conditions set forth in this End User Subscription Agreement and those contained elsewhere in the Subscription Agreement between You and Serenova, the terms and conditions set forth in this End User Subscription Agreement shall control with respect to the subject matter contained herein.
3. Subject to the limited rights expressly granted hereunder, Serenova reserves all right, title and interest in and to (i) the Serenova Service; (ii) any and all Serenova Materials and Serenova Confidential Information provided or disclosed to End Customer during the term of this Agreement; (iii) any and all derivatives, enhancements or improvements thereof; and (iv) any and all intellectual property rights contained in the foregoing (i), (ii), and (iii). No rights are granted to End Customer hereunder other than as expressly set forth herein.
4. End Customer shall not (i) copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means or create derivative works based on the Serenova Service or, except as expressly authorized herein, the Serenova Materials; (ii) alter, remove, obscure, frame or mirror Serenova’ branding, proprietary notices or any content forming part of the Serenova Service or the Serenova Materials; (iii) disassemble, reverse compile, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Serenova Service or the Serenova Materials (as applicable to such Serenova Materials); (iv) modify, incorporate into or with other software or material, or create a derivative work of any part of the Serenova Service or the Serenova Materials; (v) attempt to circumvent or circumvent any license, timing or use restrictions that are built into the Serenova Service or the Serenova Materials; or (vi) access the Serenova Service or the Serenova Materials in order to (A) benchmark against or build a competitive product or service, or (B) copy any ideas, features, functions, or graphics of the Serenova Service or the Serenova Materials.
5. The licensing and maintenance of collaborative technologies and third party software not provided by Serenova is Your responsibility. Your acquisition of third party applications or services, and any exchange of data between you and any third party provider, is solely between you and the applicable Third Party. Serenova cannot guarantee the continued availability of Serenova Service features that are designed to interoperate with third party products and services, and may cease providing such features at any time.
6. End Customer may use the Service solely for End Customer’s own internal business operations and not for any form of redistribution or resale.
7. End Customer will ensure that passwords are not shared between its personnel using the Serenova Services.
8. End Customer is solely responsible for its end users compliance (or noncompliance) with this End User Subscription Agreement. Further, End Customer is solely responsible for (i) the accuracy, quality and legality of the data entered or submitted by its users to or through the Serenova Service; (ii) the means by which you acquired the data entered or submitted to or through the Serenova Service; and (iii) your use of the data entered or submitted to or through the Serenova Service.



9. The applicable sections of the Subscription Agreement between End Customer and Serenova with respect to Confidential Information shall apply to Serenova' Confidential Information, provided that the obligations to maintain Serenova Materials that are trade secrets shall remain in effect in perpetuity.
10. End Customer will comply, and will ensure that its Users comply, with all applicable local, state, national international and foreign laws, treaties, regulations and conventions in connection with use of the Serenova Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. End Customer shall, where required by law, inform third parties of the collection, storage or processing of any communications, personal information or other information, to ensure that any required third parties have opted in to such collection, storage or processing, and to otherwise comply with all applicable data protection and privacy law concerning the collection, storage and processing of personal information concerning such third parties.
11. End Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Serenova Service, and notify Serenova promptly of any such unauthorized access or use. You shall not (i) sell, resell, rent or lease the Serenova Service, (ii) use the Serenova Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iii) use the Serenova Service to store or transmit malicious code, (iv) interfere with or disrupt the integrity or performance of the Serenova Service or third-party data contained therein, or (v) attempt to gain unauthorized access to the Serenova Service or its related systems or networks.
12. The Serenova Service is provided subject to the applicable terms and conditions, acceptable usage guidelines and codes of conduct imposed by third-party network operators in connection with the use of data and content obtained through such networks and transmission of data and content through the Serenova Service, including transmission by telecommunication, SMS, chat, email and social networks. ("Network Operator Conditions") End Customer agrees to comply with such Network Operator Conditions.
13. Serenova may, upon notice, suspend or terminate any operational aspect of the Serenova Service, or prevent access by or to any individual or entity in the event of, and to the extent necessary to prevent or ameliorate: (i) suspension or termination of services by a Network Operator; (ii) material violations of any use of the Serenova Service; (iii) hacking, cracking, phishing, denial-of-service attacks, infection by computer viruses, worms or Trojan horses, or other activities that threaten computer or data security; or (iv) activities that Serenova reasonably determines are defamatory, illegal, or offensive or are otherwise injurious or detrimental to the Serenova Service, to Serenova, to a Network Operator or to End Customer.
14. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY EXPRESS WARRANTIES AS PROVIDED IN A SEPARATELY EXECUTED AGREEMENT BETWEEN YOU AND SERENOVA, SERENOVA (ON BEHALF OF ITSELF AND ITS SUPPLIERS) HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE SERENOVA SERVICE AND THE SERENOVA MATERIALS.
15. **LIMITATION OF LIABILITY.** NO PARTY WILL BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (i) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA; (ii) FOR ANY INDIRECT, EXEMPLARY, LOST PROFITS, LOST REVENUE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (iii) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (iv) EXCEPT FOR END CUSTOMER PAYMENT OBLIGATIONS, FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE CUMULATIVE FEES INVOICED TO CUSTOMER UNDER THE SUBSCRIPTION AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. SERENOVA UNDERTAKES NO LIABILITY FOR ANY CUSTOMER DATA ELEMENTS PROHIBITED BY THE SUBSCRIPTION AGREEMENT OR THIS END USER SUBSCRIPTION AGREEMENT. SERENOVA UNDERTAKES NO LIABILITY FOR ANY THIRD PARTY TECHNOLOGY ACQUIRED BY END CUSTOMER TO INTERACT WITH THE SERENOVA SERVICE. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.