

TELEOPTI END USER SUBSCRIPTION AGREEMENT

TELEOPTI IS WILLING TO PERFORM CERTAIN SUBSCRIPTION SERVICES, EACH AS IDENTIFIED AND AGREED IN STATEMENT OF WORKS BETWEEN YOU AND TELEOPTI OR ITS AUTHORIZED RESELLER ("Reseller") ONLY UPON THE CONDITION THAT YOU (CUSTOMER) ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS END USER SUBSCRIPTION AGREEMENT ('AGREEMENT'). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO 'YOU' OR 'YOUR' IN THIS AGREEMENT SHALL MEAN COLLECTIVELY THE ORGANIZATION AND THE END USER OF THE SUBSCRIPTION SERVICES. ALL REFERENCES TO 'WE' IN THIS AGREEMENT SHALL MEAN TELEOPTI.

In connection with Reseller's license to distribute the Teleopti Subscription Service to Customers, Customer and its End Users acknowledge and agree to the following terms of use:

No Adverse Use or Additional Terms and Conditions:

- (i) Acknowledges and agrees to, that the Teleopti Subscription Services are hosted on the Microsoft® Windows Azure™ platform, terms and conditions for such cloud services are updated by Microsoft Corporation quarterly and the current terms and conditions can be found on Microsoft Corporation's official web site Microsoft Azure Legal Information, "Online Service Terms" and that; (A) THE TELEOPTI SUBSCRIPTION SERVICES ARE PERFORMED SUBJECT TO THE MICROSOFT CORPORATION'S TERMS AND CONDITIONS FOR THE HOSTING, (B) TELEOPTI DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO SUCH TERMS AND CONDITIONS, AND (C) NOR CAN TELEOPTI GRANT ANY ADDITIONAL TERMS REQUIRED BY THE CUSTOMER IN EXCESS OF WHAT ARE OFFERED BY MICROSOFT CORPORATION.
- (ii) not to use the Teleopti Subscription Services in such a manner that prevents or disrupts other computer communications, or prevents or disrupts the equipment employed in order to provide and use the Teleopti Subscription Service and not to force any electronic barriers or locks which has been adapted for the purpose of protecting the Teleopti Subscription Service ;
- (iii) not in any way modify, decompile, disassemble or reverse engineer the Teleopti Subscription Services;
- (iv) not to access any information not publicly available or not intended for public use contained in the Teleopti Subscription Service , or on any other third party system connected to Teleopti Subscription Services;

Security Requirements, Guidelines:

- (v) abide by any reasonable security requirements stipulated by Teleopti and be responsible for the proper and safe keeping of all access codes and that such codes are used in accordance with the rules stipulated by Teleopti;
- (vi) to comply with all reasonable guidelines by Teleopti for the use of the Teleopti Subscription Service;

Information Transfer, No Fraudulent Use:

- (vii) at all times ensure that no Content or other data is being transferred, operated or used fraudulently by use of the Teleopti Subscription Service;
- (viii) ensure that all Content and other information transferred through the use of the Teleopti Subscription Service, complies with all applicable laws and regulations, including but not limited to data protection, Intellectual Property Rights, export control, personal integrity, marketing and consumer protection;
- (ix) ensure that the Customer shall not to use the Teleopti Subscription Service for any unlawful purpose or purpose which could create damage for Teleopti or any third party including, but not limited to, distributing unlawful, false or misleading information or information which is inflammatory or offensive on moral, religious, communal or political grounds;

Permits:

- (x) ensure that the Customer obtains all necessary permits, if any, for the purpose of any Content or data use or transfer which Customer undertakes by the use of the Teleopti Subscription Service;

Viruses:

- (xi) ensure that no viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content are transmitted or caused to be transmitted by or on behalf of the Customer through the use of the Teleopti Subscription Service;

Protection of Rights, No Infringement:

- (xii) comply with all reasonable requests by Teleopti to protect the respective rights of Teleopti in the Teleopti Subscription Service and ensure that Customer shall not at any time provide or use any Content or other data with the Teleopti Subscription Service which infringes or may infringe any third-party Intellectual Property Rights and that before any such Content and/or data is used all rights, licenses and consents including any Intellectual Property Rights, have been obtained and all requirements of law complied with as may be necessary to enable such Content and/or data to be made available to the public;

Customer Data:

- (xiii) in order to be able to use the Teleopti Subscription Service Customer must provide certain data to Teleopti regarding the Users and Customer's representatives, including but not limited to full name, e-mail address, contact details and type of organization. Customer must (i) obtain the consent of the Users to allow Teleopti to process, store and retrieve personal data and session information on the Users, Customer's representatives' end terminal equipment, through the use of "cookies" or otherwise. The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the service and to ensure that unauthorized persons do not gain access to the service. Following receipt of such data Teleopti will process the same using automatic data processing in order to enable Teleopti to administer and otherwise perform its obligations within the scope of the service and to ensure that unauthorized persons do not gain access to the Teleopti Subscription Service.

By directly using the Teleopti Subscription Service, Customer expressly consents to having the personal data collected on Customer's behalf being shared with both Teleopti and Microsoft and such data will be subject to Teleopti's and Microsoft's respective Privacy Statements or Policies. Customer shall comply with the provisions of all applicable federal, country, state, county and local laws, ordinances, regulations, and codes, including, but not limited to, any and all employment, privacy and data collection laws, regulations and directives.