

Digital Voice Systems, Inc.
END USER PRODUCT License Agreement

This non-exclusive END USER PRODUCT License Agreement (EUPLA) is a legal agreement between the customer of this PRODUCT (the END USER) and Digital Voice Systems, Inc. (DVSI) covering the terms and conditions under which this DVSI PRODUCT and DVSI's proprietary content (that may consist of and is not limited to software, hardware, documentation and other material) is licensed to the END USER.

1. Preliminary Statements and Definitions

1.1 By installing, or otherwise using this PRODUCT the END USER agrees to be bound by the terms and conditions set forth in this EUPLA. If the END USER does not agree to the terms and conditions set forth in this EUPLA, then the END USER must not install or use the PRODUCT and shall immediately return the PRODUCT to DVSI as set forth in Section 13.

a) The PRODUCT shall mean the Hardware, Software, Documentation and other materials that were provided by DVSI, either directly or indirectly through distributors or third parties, to the END USER as part of a sale, delivery or other transaction.

b) Hardware can be in the form of Integrated Circuits (such as Digital signal Processors), Circuit boards and electronics enclosed in a chassis. DVSI's Vocoder Chips (AMBE-3000™, AMBE-4020™, etc...) are an example of an Integrated Circuit.

c) Software can be in form of computer code, firmware masked into an IC or stored or embedded into ROM or RAM or Flash memory, or software stored on any media (such as CD-ROM, floppy disk, hard drive, solid-state memory or the Internet)

d) Documentation means written or electronic information, including user manuals, technical documents, training materials, specifications or diagrams, that pertain to or are delivered with the PRODUCT in any manner (including in print, on CD-ROM, or on-line).

1.2 DVSI has developed a number of voice coding methods and algorithms (the "Technology") which include DVSI's Advanced Multi-Band Excitation ("AMBE®"), AMBE+™, and AMBE+2™ voice coders. The Technology codes speech at low bit rates and may include error correction, echo cancellation and other auxiliary functions.

1.3 "DVSI Voice Compression Software" shall mean the voice coding Software that implements or embodies the Technology and is embedded into or otherwise provided with the PRODUCT.

1.4 "DVSI Voice Codec" shall mean the DVSI Voice Compression Software, any PRODUCT Hardware into which the DVSI Voice Compression Software is embedded or executed and any associated Documentation.

1.5 DVSI represents that it owns certain "Proprietary Rights" in the PRODUCT including patent rights, copyrights, trademarks and trade secrets. These rights include one or more of the following US Patents #6,912,495; #7,970,606; #8,036,886; #8,200,497, #8,315,860; #8,359,197; #8,433,562; and #8,595,002; and under other US and foreign patents, related patents and patents pending. AMBE®, AMBE+™ and AMBE+2™ are registered trademarks and trademarks of Digital Voice Systems, Inc.

1.6 "END USER" shall mean the person and/or organization to whom the DVSI Vocoder Product (software or hardware) was delivered or provided to as specified in the purchase order or other documentation. In the event that the END USER transfers his rights under this license to a third party as specified in Section 3.0, then this third party shall become an "END USER".

1.7 DVSI reserves the right to make modifications and other changes to its products and services at any time and to discontinue any product or service without notice.

2. License Granted

2.1 Subject to the conditions herein and upon initial use of the DVSI Product, DVSI hereby grants to END USER a non-exclusive, limited license to use the DVSI Voice Compression Software and Technology solely as included by DVSI within the PRODUCT. No license, either expressed or implied, is granted for any use of the DVSI's Proprietary Rights on any other device or Hardware or in any manner other than within the original unmodified PRODUCT purchased from DVSI. No license is granted to copy or modify the DVSI Voice Compression Software or the PRODUCT either in whole or in part.

2.2 No license, right or interest in any trademark, trade name or service mark of DVSI is granted under this Agreement. END USER acknowledges that the PRODUCT may contain trade secrets of DVSI, including but not limited to the specific design, and associated interface information.

2.3 END USER shall not copy, extract, reverse engineer, disassemble, de-compile or otherwise reduce the DVSI Voice Compression Software to human-readable form. END USER shall not alter, duplicate, make copies of, create derivative works from, distribute, disclose, provide or otherwise make available to others, the DVSI Voice Compression Software and Technology and/or trade secrets contained within the PRODUCT in any form to any third party without the prior written consent of DVSI. The END USER shall implement reasonable security measures to protect such trade secrets.

2.4 This is a license, not a transfer of title, to the DVSI Voice Compression Software, Technology and Documentation, and DVSI retains ownership and title to all copies.

3. Transfer of License

3.1 The END USER shall have the right to transfer the rights under this EUPLA to a third party by providing the third party with a copy of this EUPLA and obtaining the third parties agreement to all the terms and conditions under this EUPLA. In the event END USER does transfer their rights to a third party in accordance with this EUPLA, then the third party transferee shall become the new END USER and all rights under this EUPLA shall terminate with respect to the transferor in accordance with Section 4.

4. Term and Termination

4.1 This Agreement is effective upon initial delivery of the PRODUCT and shall remain in effect until terminated in accordance with this agreement.

4.2 This Agreement shall terminate automatically without notice from DVSI if END USER fails to comply with any of the material terms and conditions herein. END USER may terminate this Agreement at any time upon written notice to DVSI certifying that END USER has complied with the provisions of Section 3.

4.3 Upon termination of this Agreement for any reason, END USER shall: (a) discontinue all use of the PRODUCT; (b) return the PRODUCT and documentation purchased or acquired, or in Licensee's possession, to DVSI; (c) have no further rights to any DVSI Software or the Technology without a separate written license from DVSI;

All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License" shall survive termination of this Agreement.

5. Payments

5.1 In consideration of the materials delivered as part of the PRODUCT, and in consideration of the license granted by DVSI for the PRODUCT, and in consideration of DVSI's performance of its obligations hereunder, the END USER agrees to pay to DVSI the fees as specified in DVSI's invoice. Payments of fees shall be received by DVSI prior to shipment of the PRODUCT.

6. Proprietary Notices

6.1 END USER shall maintain and not remove or alter any copyright or proprietary notice on or in the PRODUCT.

6.2 Reproduction of non-proprietary information found in DVSI Users Manuals or data sheets is permissible only if the END USER reproduces without alteration, and includes all copyright and other proprietary notices, all associated warranties, conditions and limitations on all copies, in any form.

7. Proprietary Information

7.1 The parties agree that the PRODUCT shall be considered Proprietary Information.

7.2 Except as otherwise provided in this Agreement, END USER shall not use, disclose, make, or have made any copies of the Proprietary Information, in whole or in part, without the prior written consent of DVSI.

8. Limited Warranty

8.1 DVSI warrants the PRODUCT to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery. The date of delivery is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the Customer who is the original purchaser. If the PRODUCT is found to be defective and the condition is reported to DVSI, within the warranty period, DVSI may, at its option, repair, replace, or refund of the purchase price of the PRODUCT. DVSI may require return of the PRODUCT as a condition to the remedy.

Restrictions. This warranty does not apply if the PRODUCT (a) has been altered, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by DVSI, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;

8.2 Except as stated in Section 8.1, the PRODUCT is provided "as is" without warranty of any kind. DVSI does not warrant, guarantee or make any representations regarding the use, or the results of the use, of the PRODUCT with respect to its correctness, accuracy, reliability, speech quality or otherwise. The entire risk as to the results and performance of the PRODUCT is assumed by the END USER. After expiration of the warranty period, END USER, and not DVSI or its employees, assumes the entire cost of any servicing, repair, replacement, or correction of the PRODUCT.

8.3 DVSI represents that, to the best of its knowledge, it has the right to enter into this Agreement and to grant a license to use the PRODUCT to END USER.

8.4 Except as specifically set forth in this Section 8, DVSI makes no express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose or arising from a course of dealing, usage or trade practice, with respect to the PRODUCT. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to END USER. No oral or written information or advice given by DVSI or its employees shall create a warranty or in any way increase the scope of this warranty and END USER may not rely on any such information or advice. The limited warranties under this Section 8 give END USER specific legal rights, and END USER may have other rights which vary from state to state.

9. Limitation of Liability

9.1 The END USER agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the END USER has accepted the product or service delivered by DVSI.

9.2 In no event shall DVSI be liable for any special, incidental, indirect or consequential damages resulting from the use or performance of the PRODUCT whether based on an action in contract, or for applications assistance, or product support, or tort (including negligence) or otherwise (including, without limitation, damages for loss of business revenue, profits, business interruption, and loss of business information or lost or damaged data), even if DVSI or any DVSI representative has been advised of the possibility of such damages.

9.3 Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to END USER.

9.4 DVSI's maximum liability for damages arising under this Agreement shall be limited to 20% (twenty percent) of the fees paid by END USER for the particular PRODUCT that gave rise to the claim or that is the subject matter of, or is directly related to, the cause of action.

10. Taxes

10.1 All payments required under Section 4 or otherwise under this Agreement are exclusive of taxes and END USER agrees to bear and be responsible for the payment of all such taxes (except for taxes based upon DVSI's income) including, but not limited to, all sales, use, rental receipt, personal property or other taxes which may be levied or assessed in connection with this Agreement.

11. Export

11.1 DVSI represents that to the best of its knowledge, this PRODUCT has been shipped from the United States in accordance with the US Export Administration Regulations (EAR). The Purchaser, Distributor, or END USER hereby gives its assurance to DVSI that it will comply with all export and re-export restrictions and regulations of all United States government agencies and authorities as well as when applicable, European Union and other export agencies. Export regulations include and are not limited to restrictions, prohibiting export or re-export of this DVSI PRODUCT (a) into an US-embargoed country or (b) to anyone person or entity named on any of the screening lists of the US Departments of Commerce, State and the Treasury. For a list of parties for which the US Government maintains restrictions on exports, re-exports or transfers of items, reference the Consolidated Screening List (CSL) which may be found at: (<https://www.export.gov/article?id=Consolidated-Screening-List>). The Purchaser, Distributor, or END USER represents and warrants that they are not located in any such country or named on any such list.

11.2 DVSI takes no responsibility, and will not refund any monies paid, for any shipment that gets delayed, held or seized by US export authorities due to non-compliance with any export law, restriction or regulation. Any Purchaser, Distributor, or END USER of this PRODUCT who is not familiar with US export law should seek professional advice to ensure that they are in full compliance.

11.3 DVSI makes no representation that an export or re-export license is or is not required, and if a license is required, that it will or will not be issued by the U.S. Department of Commerce. The Purchaser, Distributor, or END USER is solely responsible, at their own expense, for obtaining any US or other government permits, licenses or approvals required for the importing and/or exporting the PRODUCT. For up-to-date information regarding United States import / export laws and regulations please visit <https://www.export.gov/>.

12. Governing Law

12.1 This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, (USA), except that body of law governing conflicts of law. If any provision of this

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Agreement shall be held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement has been written in the English language, and the parties agree that the English version will govern.