

CUSTOMER LICENSE AGREEMENT

Between AareNet AG (referred to as "AareNet") and its Customers using AareNet supplied, developed or engineered software (referred to as "Customer"), jointly referred to as "Parties"

1. Purpose

This AareNet Customer License Agreement ("CLA" or "Agreement") governs the provision of software ("Software") consisting of program components in any form including but not limited to any customisation, adaptation or parameterisation thereof, data formats and all related documentation, information or communication delivered directly or indirectly from AareNet to its Customers unless Customer has previously entered into an agreement with AareNet that by its provisions expressly supersedes this Agreement.

By using the Software, Customer is expressly accepting all of the terms and conditions of this Agreement. If Customer does not agree to the terms and conditions of this Agreement, Customer is not entitled to use the Software.

2. Grant of License

The Software including any related documentation or information is licensed against a license fee, and not sold to the Customer. Software is delivered in object code form only and is usually pre installed on computers. Subject to the terms of this Agreement ("Terms"), AareNet grants to Customer a personal, non-transferable, non-exclusive license to use the Software solely for Customer's own internal business purposes (or the provision of telecommunication services to Customer's direct users) in accordance with the documentation, in the country for which Customer acquired the Software, and only on the computer on which the Software is first installed (or a similar replacement unit) (the "License"). Unless otherwise provided, each copy of the Software may be used on a single computer only. Notwithstanding anything to the contrary, the license is granted to the Customer only and is non-transferable. Any attempted transfer of the Software in violation of this restriction will void the license as a whole. If source code for the Software or any component thereof is provided to Customer, such source code shall be subject to the terms and restrictions of this Agreement.

Customer shall not (nor shall Customer permit any third party to): (i) use the Software to manage, use or control telephony resources in excess of those for which Customer have validly acquired the right to do so (e.g. the maximum number of "ports", "users", "concurrent calls"; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software; (iii) embed the Software, in whole or in part, within another product; (iv) modify, adapt, translate, copy, create derivative works of the Software; (v) distribute, sell or resell, assign, pledge, sublicense, lease, loan, rent, timeshare, use in a service bureau, assign, deliver or otherwise transfer the Software; and (vi) remove from the Software or alter any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software. Customer may copy the licensed Software solely for archival and back-up purposes or to replace a defective copy.

Customer agrees to comply with AareNet's License FUP (Fair Use Policy) and refrains from any mis-usage of the system (e.g. Fraud Termination). Particularly, Customer confirms not to take any action with the intention to use more accounts, numbers or concurrent calls than as licensed. AareNet may limit the number of licensed accounts, numbers and concurrent calls at its sole discretion when detailed analysis confirms the misuse of the licensed system.

All copies of the Software including, without limitation, translations, compilations, or partial copies, are the proprietary property and confidential information of AareNet and may not be used or disclosed except as permitted by these Terms. Customer shall not disclose, provide or otherwise make available the Software or any part or copies thereof to any person other than employees of the Customer who have a legitimate need to know. Customer shall take all appropriate actions necessary to extend Customer's confidentiality obligations under these Terms to any person permitted access to the Software.

All right, title and interest to, and all applicable rights in patents, copyrights, trademarks, trade names and trade secrets and other proprietary rights relating to or in the Software or any of its parts shall remain solely vested in AareNet or its suppliers. The License is strictly limited to its expressed terms and AareNet reserves any rights in the Software not explicitly granted to Customer. Any use of the Software or parts of it outside the scope of the License will be deemed to be a material breach of these Terms and will void the License as a whole.

AareNet may terminate and deactivate the License if (i) Customer breaches any of the provisions of these Terms and fails to cure such breach within fifteen (15) days after receipt of written notice thereof from AareNet or (ii) if payment to AareNet for Software or Software related products or services is more than thirty (30) days past due. Customer agrees that upon expiration of the License, it will immediately return or destroy all copies of the Software and of portions thereof and, if requested by AareNet, will certify in writing to AareNet the destruction or return of the Software and all copies thereof. Customer acknowledges that Software may contain features that would prevent the use of the Software without a valid License. Customer agrees that AareNet may update, upgrade or revise its software and products at any time and in doing so incurs no obligation to furnish the same to Customer under these Terms. Additional restrictions may apply if a new or updated version of the Software is provided to Customer.

3. Limited Warranty

If Customer has licensed the Software directly from AareNet, then AareNet warrants to Customer that for a period of ninety (90) days (the "Software Warranty Period") beginning upon the date of system acceptance or latest with the first productive use of the system if a system acceptance has not been reached, the Software will substantially conform to its associated documentation when used in a computing environment (including on computer hardware and with operating systems) specified as "compatible" in the documentation. AareNet's sole and exclusive obligation, and Customer's sole and exclusive remedy, for breach of the foregoing warranty shall be, at AareNet's option, to (a) correct any reproducible error in the Software; (b) replace the Software with a substantially equivalent substitute that conforms to the warranty set forth above; or (c) refund to Customer the fees actually paid by Customer to AareNet for the non-conforming Software.

4. Limitation of Liability

The liability of AareNet is restricted in any case to substantiated damages of the Customer that originate due to gross negligence or intent by AareNet. As far as permissible by law AareNet shall not be liable for any other direct or indirect damages (failure of operation or rendering services, data corruption and data loss, loss of revenue or loss of profits, et cetera). The liability per contract is limited to the total remuneration; however, the limitation of liability shall amount to maximum CHF 250'000.-.

Both AareNet nor its resellers or suppliers shall be liable for any third party claims' relating to the Software and customer agrees to indemnify, defend and hold AareNet and its resellers and suppliers harmless against any such claims for damages related thereto. AareNet resellers or suppliers shall not be liable to customer for any damages or claims relating to the Software or its subsequent use including but not limited to claims caused by fraud, hacking or other third party violations.

5. Entire Agreement

These Terms constitutes the entire understanding between the parties relating to the subject matter hereof and supersede all prior or concurrent communications, representations or agreements, either oral or written, with respect to the subject matter hereof. No amendment or modification of any provision of these Terms or waiver thereof shall be binding upon AareNet unless made in writing by AareNet.

Any of the terms and provisions of Customer's purchase order or other documents which are different from, in addition to, or inconsistent with conditions hereof or which create additional obligations on AareNet are rejected and shall not be binding on AareNet.

6. Miscellaneous

Customer may not assign this Agreement or its rights hereunder without obtaining the prior written approval of AareNet. Any assignment in violation of the foregoing will be voidable at the election of AareNet.

No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.

The waiver by either AareNet or Customer of a breach of any obligation shall not constitute a waiver of any subsequent breach.

All subsequent deliveries of Software including Patches, Updates and Upgrades as well as system extensions and additional systems from AareNet to Customer shall be subject to these same license terms and conditions unless otherwise provided and might be subject to additional remuneration.

Any third party suppliers whose software is part of the Software shall be deemed to be third party beneficiaries under this Agreement to the extent required to enforce such suppliers' respective rights in their software.

This Agreement is prepared and executed in the English language only which shall be the controlling language in all respects.

If any provision (or portions thereof) of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions (or portions thereof) shall be unaffected and remain in full force and effect and the unenforceable provision shall be given effect as near as possible to its original intent.

Solely the Laws of Switzerland are applicable. The Customer irrevocably submits to the Swiss jurisdiction and venue of the courts in Switzerland. Place of court shall be at the headquarters of AareNet.

The Agreement is deemed to be an integral part of any commercial agreement between AareNet and Customer and is deemed to be accepted by Customer upon ordering of any AareNet system which includes the provision of AareNet Software.