for North and South America

Customer Licensing Agreement

1   DEFINITIONS

In this Agreement expressions written with capital letters shall, unless the context otherwise requires, have the following meaning:

Customer:	The licensee under this Agreement.
Agreement:	This Software license Agreement
Documentation:	The documentation to the Software as specified.
Effective Date:	The date of this Agreement.
Order Confirmation:	The order confirmation issued by Customer to the Pexip Certified Partner
Parties:	Pexip and the Customer jointly
Party:	Either of Pexip and the Customer
Pexip:	Pexip Inc., a corporation incorporated in Delaware
Pexip Certified Partner:	An authorized Reseller of Pexip Products and Services
Software:	The licensed software as specified.

2   BACKGROUND

Pexip is a Licensee of advanced application software for telecommunications purposes with exclusive rights to sublicense the technology in North and South America. Pexip`s solutions are virtual software applications that can be deployed on industry standard server and virtualization platforms.

Pexip shall license to the Customer the Software according to the provisions of this Agreement.

The Customer shall use the Software in its own business and for no other purposes solely in accordance with the terms of this Agreement.

The Software and the accompanying Documentation are specified on www.pexip.com.

3   SCOPE OF DELIVERY

3.1   The Software

The Software shall have the characteristics and functionality determined by the specifications set out in Appendices and as may be modified from time to time.

3.2   Availability of the Software

The Software will be made available to the Customer from the date of this Agreement.

The Software will be made available by Pexip to the Customer through downloading from a website. Downloading and installation of the Software in the Customer's IT system shall be

done by the Customer or its Pexip Certified Partner in accordance with the guidelines set out in the administrative guide.

3.3 Documentation, assistance etc.

Pexip shall give the Customer access to the Documentation required for permitted use of the Software.

Access to the Documentation will be provided simultaneously with the Software. The Documentation is intended to be compliant with the latest Software version available. The Customer waives any claims or other liability related to or derived from any inconsistency or defaults in the Documentation, and absent wilful misconduct, regardless of the basis for such claims or liability.

3.4 Support and troubleshooting

Level one support shall be offered by an independent Pexip Certified Partner , who shall be trained to provide such support. The Pexip Certified Partner will be provided with appropriate support from Pexip as Pexip determines in its sole discretion. Level one support and regular user support are not governed by this License Agreement, and shall be subject to a separate agreement between the Customer and the Pexip Certified Partner. The Customer shall have access to all new versions of the Software and Documentation released during the term of the Agreement.

Pexip shall correct and release new versions of the Software in accordance with the Pexip's release roadmap, as may be amended or modified by Pexip from time to time.

3.5 Additional services

Pexip or a Pexip Certified Partner may, upon Agreement with the Customer, on a case by case basis, provide additional services on a consultancy basis, including e.g. installation, additional training and development of specific features. Such work is not governed by the License Agreement and shall be subject to a separate agreement between the Customer and the Pexip Certified Partner.

4 SOFTWARE LICENSE

Pexip grants to the Customer for the term of this Agreement a time-limited, non-exclusive, non- transferable license to download the Software and to use the Software in its own internal business operations in accordance with this Agreement.

The License includes a right for the Customer to use the Software in tasks that are a natural component of the Customer's business. The users of the Software shall be employees with the Customer or consultants engaged by the Customer. The Customer will assure that the employees or consultants are bound by the confidentiality provisions of Section 12 of this Agreement. The Customer is not permitted without the prior written consent of Pexip to grant access to the Software to any person outside the Customer's organization, which consent may be withheld by Pexip in its sole discretion.

Customer is not entitled to use the Software after the termination of this Agreement or for any reasons or objectives other than those expressly granted under the Agreement.

The Customer shall not without the prior written consent of Pexip:

(i)   modify, adapt, translate or otherwise alter the Software;

(ii)   tamper with, harm, reverse engineer, modify, decompile, disassemble or otherwise attempt to extract information from the Software;

(iii)   disclose, distribute, resell, lease, loan, sub-license, assign or allow any type of unauthorized third party use or access to the Software;

(iv)   patch, update or otherwise access the Software directly;

(vi)   make copies, other than reasonably required for backup or archiving purposes and in accordance with the provisions of this Agreement, or sell or distribute such copies of the Software;

(vii)   disclose to any third party the results of any Software performance benchmarks or any specific detailed comparisons between the Software and any Customer or third-party product;

(viii) use any functionality of the Software, or any output generated by such functionality to augment or replace functionality in a third party software product or as an add-in to any third party software product; or

(ix)   use the Software for any purpose that competes with the Software or to substantially duplicate its capabilities.

The Customer shall have the right to use any derivative works, such as new versions and customizations, provided by Pexip pursuant to any separate agreement in accordance with the license set out in this Section 4.

Pexip shall retain and be the sole owner of the rights to any such derivative works. The Customer shall promptly execute such documents reasonably requested by Pexip to confirm its rights to such derivative works.

5   REPRESENTATIONS AND WARRANTIES

5.1   Representation
Both Pexip and the Customer hereby warrant and represent that:

(i)   They are corporations or entities duly organized and validly existing under the laws of their respective jurisdictions and have all requisite power and authority to enter into this Agreement.

(ii)   They have the requisite power to execute and deliver this Agreement and to perform the actions contemplated or to be performed hereby.

(iii)   They will not wind up, sell any of its assets, increase its debt and/or amend its business in any way that can influence its ability to fulfill its obligations pursuant to this Agreement.

5.2   Intellectual Property Rights

Pexip holds the necessary intellectual property rights to the Software required to grant the license contemplated in this Agreement.

5.3   Software

Pexip warrants that, to the best of its knowledge, that the Software during the term of the Agreement will function substantially as described. Pexip disclaims all warranties, express or implied, including any warranty of fitness for a particular purpose or of merchantability. There are no representations or guarantees under this agreement, or in any other agreement or communication, concerning the software or its performance or the quality, accuracy or fitness of the software.

In no event shall Pexip be liable for indirect, special, incidental or consequential damages including (but not limited to) damages for loss of profit or goodwill regardless of (a) the negligence (either sole or concurrent) of Pexip and (b) whether Pexip has been informed of the possibility of such damages.

The Customer's sole remedy in case of breach of this Section 5.3 shall be correction of program error or redelivery by Pexip of the component that affects the desired functionality.

6   BREACH OF AGREEMENT

6.1   General

Failure of either Party to timely comply with its obligations under this Agreement will constitute a breach of this Agreement.

Breaches of Agreement (i) shall be remedied by correction of the program error or redelivery or substitution of the item to the Customer in connection with a breach by Pexip or (ii) compensation in accordance with the terms of this Agreement in connection with a breach by the Customer.

The suffering Party shall notify the violating Party without undue delay of any breach of Agreement that they are or should have been aware of. Failing to give such notice without undue delay shall result in the suffering Party losing its right to compensation for the loss suffered by the breach included in the delayed notice.

6.2 Material breach

A breach of Agreement shall be deemed as a material breach if the violating Party has not remedied the breach within fifteen (15) days after receipt of written notice from the other Party specifying the breach and that the Agreement will be terminated if the breach has not been remedied within fifteen (15) days after reception of the notice.

Regardless of the above, breaches of the security requirements or other actions or omissions by the Customer that may impose a risk for hacking or piracy will always constitute a material breach of the Agreement and in such event, Pexip may immediately terminate the Agreement. Further, any violation of the limitations of the license set forth in Section 6 or any other breach of the Customer's obligations set forth in Section 6 will always constitute a material breach.

6.3 Defects and Deviations

Pexip shall without undue delay and free of charge remedy any defects and deviations of which it receives timely notice that may occur in regards to the Software.

7 LIMITATION OF LIABILITY

Customer waives any and all liability for the function of the Software other than as set forth in Section 8 (Intellectual Property Rights). Pexip shall under no circumstances be liable for any loss incurred by the Customer due to failure of transmission, such as but not limited to, blank screens or unsatisfactory transmissions.

Except as expressly provided for in this Agreement, neither Party shall be liable for the other party's indirect loss or damage of any kind including without limitation any exemplary, punitive, consequential losses or loss of profit or goodwill.

In all events, the total aggregate liability of Pexip in respect of any claim by or loss incurred by the Customer due to Pexip's breach of the Agreement or any claims related or referring to the License or Intellectual Property, regardless of the basis or theory of such claim or loss, shall not exceed the lesser of twelve (12) months fees paid for the Software pursuant to this Agreement or Fifty-Thousand Dollars (USD $50,000).

8 INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

In the event a claim, demand, suit or action alleging infringement of the Intellectual Property Rights, is brought against Pexip by a third party or the Customer, or Pexip believes one may be brought against one of them, Pexip may at its sole discretion either:

    (i)   at its own expense modify its technology or documentations or other elements that the aforementioned relates to, to avoid the allegation infringement;

    (ii)   obtain for the Customer the rights required to continue to use the allegedly infringing part of the Software; or

(iii) if a claim of infringement cannot be addressed by (i) or (ii) in a commercially feasible manner, Pexip shall have the right to suspend or terminate the Agreement in whole or in part.

The Customer undertakes, in relation to a claim as set out above, to:

(i) promptly and not later than ten (10) days after receiving notice notify Pexip of any such claim of which the Customer becomes aware;

(ii) allow Pexip to direct the defense or settlement or any other action taken;

(iii) give Pexip all such information and assistance as Pexip may reasonably require, and

(iv) not settle any such claim or suit related to such claims without Pexip' consent.

9 TERM AND TERMINATION

9.1 Term of the Agreement
This Agreement is binding between the Parties upon signature and shall remain binding for a period as set forth in the Order Confirmation (the "Initial Term"). The Agreement shall be automatically extended thereafter for additional twelve (12) month periods unless terminated by either party upon ninety (90) days written notice prior to the expiration of the Initial Term or the expiration of any twelve (12) months extension thereof.

The Agreement shall remain in full force and effect during the notice period.

9.2 Termination with immediate effect
This Agreement may be terminated with immediate effect by either Party in the following events:

(iv) Upon material breach of Agreement by the other Party.

(v) In the event of a voluntary filing of a petition or action for bankruptcy or insolvency or the entry of a final judgment or other sustaining petition(s) or action(s) taken by the other Party's creditors, or the liquidation, dissolution or winding up of that Party.

9.3 Effects of termination
In the event of termination or expiration of this Agreement for whatever reason, the Customer's right to use the Software shall cease and Pexip shall not provide any notifications or updates related to the Software. The Customer shall upon the expiration of this Agreement immediately terminate the use of the Software, and shall return the Documentation to Pexip or, at Pexip's option, destroy the Documentation and if requested, provide Pexip with an affidavit confirming destruction of the Documentation.

The Customer shall immediately make any payments due to the Pexip Certified Partner.

Sections 7, 8, 12, 14, 15, and 16 shall survive the termination of this Agreement.

10 INVALID CLAUSES

If any provision of this Agreement or part thereof should become invalid, illegal or unenforceable under any applicable law:

(i)   the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected, and

(ii) the Customer and Pexip shall use their best efforts to achieve the purpose of the invalid provision by means of construing the remaining provisions in light of the main objectives of this Agreement and the intention of the Parties.

11 FORCE MAJEURE

Neither Party shall be held responsible for failure to perform under this Agreement due to an event of Force Majeure.

The term "Force Majeure" shall mean, but not be limited to events such as war, strike, fire, natural disaster, epidemics, embargo, applicable trade restrictions or other occurrence or circumstance outside the control of the parties hindering or making it unreasonably burdensome to fulfill the Agreement or parts thereof.

In the event that a Party's ability to perform under this Agreement is affected by an event of Force Majeure such Party shall notify the other Party as soon as reasonably practicable in writing. The notice shall provide the nature of the event, the start date and the anticipated end date of the relevant event.

If a Force Majeure event lasts more than two months each party may terminate this Agreement.

12 CONFIDENTIALITY

The Parties agree that no confidential information regarding the other Party accessed through the negotiation and completion of the Agreement shall be disclosed in whole or in part to any third party except professional advisors, banks, financial institutions or, to the extent required by applicable law, relevant stock exchange or government authorities.

The Parties shall furthermore keep all obtained or received written or oral information concerning the business and affairs of the other Party, including but not limited to sub- Agreement or Agreements, strictly confidential and protect it with the same degree of care as it protects its own confidential and proprietary information.

The Parties shall not without the other Party's written consent:

(i)   disclose any such confidential information in whole or in part to any other

entity or person, save its own personnel and representatives who have a need to know; or

(ii) use the information in any other relation than for the fulfilling of obligations under this Agreement or as required under law, but never for the sole benefit of itself or of any third party.

The Parties undertake to take all necessary steps to ensure that any of its officers, employees, consultants and/or other personnel upholds the strict confidentiality obligation undertaken herein.

This confidentiality obligation shall not apply to information that the Party proves to have rightfully had in its possession prior to entering this Agreement or that is publicly available information due to any other reasons than a breach of this Agreement or any disloyal act of the Party.

13 ASSIGNMENT

The Parties may not without prior written consent of the other Party transfer any rights and/or obligations under this Agreement to third parties other than Affiliated Companies of the Parties. With regard to desired transfers by Customer, such consent may be withheld in the sole and exclusive discretion of the Pexip.

In the event of any permitted transfer, such transfer shall not extinguish any liabilities of the transferor and the transferor and the transferee shall be jointly and severally liable for the execution of the Agreement.

14 VARIATION OF THE AGREEMENT

No alteration, modification or addition to this Agreement or issuance of any purchase order containing terms varying from or inconsistent with this Agreement shall be valid or enforceable unless made in writing and signed by a duly authorized representative of each Party.

15 VENUE AND JURISDICTION

The Agreement is governed by and construed in accordance with the laws of the State of New York. Any disputes relating or referring to this Agreement, including without limitation, any breach of warranty or any other breach of this Agreement shall be resolved exclusively in the Federal and State courts having jurisdiction in the Borough of Manhattan, New York. Each Party agrees to be subject to the jurisdiction of such courts for this purpose

The Parties shall seek to settle any dispute arising from this Agreement in an amicable way.

If the Parties fail to agree within thirty (30) working days, the disputed matter shall be escalated to both Parties' representatives from senior management of the Customer and Pexip. If the senior management fails to settle the disputed matter at hand within another

thirty (30) working days, either Party has the right to bring the proceedings before an arbitration tribunal established and conducted pursuant to the American Arbitration Association by three arbitrators appointed in accordance with the AAA rules.

16 MISCELLANEOUS.

16.1 <u>Demonstration of Services</u>. If the Customer registers for access to a free demonstration or proof of concept for Pexip services, this Agreement will also govern that free trial. Upon registration, Pexip will make one or more Software and Services available to the Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which the Customer has registered to use the applicable Service or (b) the start date of any Purchased Services ordered by the Customer. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data the customer enters into the software, and any customizations made by or for the customer during the free trial period will be permanently lost unless the customer purchases a subscription to the same or upgraded services as those covered by the trial

During the free trial, the software and services are provided "as-is" without any warranty.

16.2 <u>Acquisition of Non-Pexip Products and Services</u>. Pexip or third parties may from time to time make available to the Customer third-party products or services, including but not limited to Non-Pexip Applications and implementation, customization and other consulting services. Any acquisition by the Customer of such non-Pexip products or services, and any exchange of data between the Customer and any non-Pexip provider, is solely between the Customer and the applicable non-Pexip provider. Pexip does not warrant or support non-Pexip products or services, whether or not they are designated by Pexip as "certified" or otherwise, except as specified in an Order Form.

16.3 <u>Export</u>. The Customer shall not download or otherwise export or re-export any underlying software, technology or other information derived from or related to the Software or the Software License except in full compliance with all applicable laws and regulations. Without limiting the foregoing and notwithstanding Section 16 of this Agreement, none of the underlying information or technology derived from or related to the Software or Software License shall be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which Norway, UK or the U.S. has embargoed goods or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's or State Department's Table of Denial Orders.