

Virsaе End User License Agreement

1. Grant of License

- 1.1** This Virsaе End User License Agreement ("EULA") grants to the End User the right to utilize Virsaе Software and Product Documentation (which includes any third party proprietary software incorporated or bundled with the Virsaе Software or Product Documentation) for the purposes for which it is intended, and on the terms and conditions set out in this EULA. By installing, downloading or utilizing (in any manner whatsoever) the Virsaе Software the End User agrees that the terms of this EULA constitute a binding and effective contract between the End User and Virsaе Limited and that any person acting with the End User's authority (such as a director of an End User that is a company) has full contracting capacity to enter into and bind the End User to this EULA.
- 1.2** The Virsaе Software supplied subject to this EULA is purchased on a "per user" basis and the End User may install and utilize the Virsaе Software on multiple computers and / or servers, so long as only the licensed numbered of Users are accessing and / or utilizing Virsaе Software at any given time.
- 1.3** For the term of this EULA, the End User may:
- (a) utilize the Virsaе Software for its purposes in accordance with the terms and restrictions of this EULA;
 - (b) make reasonable archival back-up copies of the Virsaе Software as may be necessary to restore the End User's computer systems in the event of systems failure; and
 - (c) access and utilize all downloads, upgrades and other modifications and Software provided by Virsaе Limited in respect of or ancillary to the Virsaе Software upon payment of the relevant license fee (if any) in respect of such Software.
- 1.4** The Virsaе Software that is provided under this EULA is provided under a non-transferrable, non-assignable and non-exclusive license and the End User may not sub-license or otherwise deal with Virsaе Software other than in accordance with the terms of this EULA. The End User acknowledges and agrees that as between the End User and Virsaе Limited, Virsaе Limited has the proprietary rights in the Virsaе Software and Product Documentation and is the owner of related trademarks and copyright in names and brands associated with Virsaе Limited and the Virsaе Software. The End User's right is a limited right only to use the Virsaе Software and Product Documentation in accordance with the terms of this EULA and does not grant the End User any proprietary right in the Virsaе Software. Virsaе Limited expressly asserts and reserves all its rights in the Virsaе Software whether copyright, trademark or patent rights and any and all other intellectual property rights whatsoever in the Virsaе Software and its Product Documentation.
- 1.5** The term of this EULA continues until such time as it is terminated by the End User by deleting all copies held by the End User and advising Virsaе Limited that it has done so and this agreement is at an end. No refund, rebate or any other amount is payable by Virsaе Limited upon such termination.

2. End User Agreements and Covenants

The End User agrees that it shall:

- (a) integrate the Virsaе Software with the End User's computer and / or telecommunication systems in accordance with all applicable Product Documentation and other information provided by Virsaе Limited or by utilizing an authorized Virsaе Reseller or service provider to do so;
- (b) operate and otherwise utilize the Virsaе Software in accordance with the Product Documentation and this EULA; and
- (c) only use the Virsaе Software for the purposes for which it is intended as advised by Virsaе Limited or any Authorized Virsaе Reseller or as appears in any Product Documentation that relates to the relevant Virsaе Software;
- (d) utilize the Virsaе Software in accordance with all applicable laws and bylaws applicable to the End User;
- (e) only allow Users to access or use the Virsaе Software or Product Documentation where they are required to do so to provide to the End User the benefits acquired by the End User under this EULA and the End User shall ensure that all such Users shall abide by the terms of this EULA in respect of such use.

2.2 The End User shall take all reasonable steps to ensure that no unauthorized third party shall:

- (a) reverse engineer, reverse assemble, disassemble, reverse compile or decompile the Virsaе Software or any part of software packaged with or provided as part of Virsaе Software, nor cause or allow a third party to do so;
- (b) purport to assign, sub-license or sell the Virsaе Software; or
- (c) make copies of any software or make derivative software or products based on the Virsaе Software other than reasonable archival back-up copies of the Virsaе Software as may be necessary to restore the End User's computer systems in the event of systems failure;
- (d) have access to the Virsaе Software or Product Documentation.

2.3 The End User acknowledges and agrees that the Virsaе Software and the Product Documentation (except such Product Documentation as may be in the public domain not being due to default of the End User) are or contain valuable confidential information of Virsaе Limited. Other than disclosing that it utilizes Virsaе Software for its business purposes, the End User shall keep the Virsaе Software and the Product Documentation in strict confidence and take all reasonable steps to secure that confidential information from access by unauthorized third parties and shall ensure all of its Users shall do the same.

3. Virsaе Warranties and Limitation of Liability

3.1 Virsaе Limited warrants that Virsaе Software substantially conforms and shall substantially operate in accordance with Product Documentation and is free from defects in materials and workmanship. Virsaе Limited provides warranty coverage for a 90-day period from the date of delivery of the License Key to the End User to enable access to download the Virsaе

Software. Time is of the essence in respect of any claim to be made by the End User under this warranty and must be made within that 90-day period.

3.2 If the Virsaе Software does not substantially conform with its description in Product Documentation or otherwise not operate as warranted or is otherwise incapable of being loaded or downloaded due to errors inherent in the Virsaе Software or its delivery method, Virsaе Limited shall, in its sole discretion, remedy such default by either repair or replacement of the Virsaе Software (including replacing in another format acceptable to the End User), or if neither is commercially feasible, by terminating this EULA and refunding all license fees paid for the Virsaе Software. The End User agrees that Virsaе Limited performing its election under this clause is the sole and complete remedy of the End User in respect of any such failure.

3.3 To the full extent permitted by law the warranties provided for and remedies for those warranties set out in clauses 3.1 and 3.2 of the EULA are the sole warranties and the sole remedy available to the End User and all other warranties and claims are hereby expressly excluded. In no case shall Virsaе Limited or any of its principals, directors, officers, employees or agents (including its Resellers or suppliers) be liable for any loss, damage, harm or injury caused due to use or misuse of the Virsaе Software or any direct, indirect, consequential or special damages, costs or expenses incurred by or claimed by the End User whether under the law of contract, tort (including in respect of negligence) or otherwise. To the extent that the End User acquires the Virsaе Software for business and/or investment purposes all consumer law based laws and statutes in the country in which the Virsaе Software is acquired are hereby expressly excluded. Any legal or statutory provisions or laws that may imply a warranty or remedy to the End User in addition to the warranties and remedies set out in this EULA (to the extent permissible under the relevant law) are hereby excluded or if unable to be excluded, hereby limited to the maximum extent permissible under the applicable law or statute.

4. Termination by Virsaе Limited

4.1 Virsaе Limited may terminate this EULA immediately should there be any breach of its terms by the End User. The End User agrees that immediately upon notice by Virsaе Limited of termination of this EULA the End User shall immediately:

- (a) delete all Virsaе Software from all hardware under its control, including all back-ups and archival copies; and
- (b) at Virsaе Limited's option and at the cost of the End User, destroy or return to Virsaе Limited all hard copies of the Virsaе Software and all Product Documentation and provide suitable evidence and assurances to Virsaе Limited that the provisions of this clause have been complied with.

5. General Provisions

5.1 If any clause or provision of this EULA shall be or shall be deemed to be or judged invalid for any reasons whatsoever such invalidity shall not affect the validity or operation of any other clause or provision of this EULA except only so far as may be necessary to give effect to the construction of such invalidity.

- 5.2** Excluding and except as set out in clause 3.1, no other delay, grant or time, release, compromise, forbearance (whether partial or otherwise) or other indulgence by one party concerning any breach of any other party's obligations under this EULA will:
- (a) operate as a waiver of or prevent the subsequent enforcement of that obligation; or
 - (b) be deemed to be a delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence of, or a waiver of, any subsequent or other breach.
- 5.3** All third party software that accompanies, as part of or is otherwise bundled with the Virsaе Software, is provided on the terms set out in this EULA together with any license terms provided by the third party provider. If there is any conflict between the terms of the EULA and third party license, then these terms prevail.
- 5.4** The Virsaе Software is provided for business use only and accordingly all statutes relating to domestic or personal use by the End User are hereby excluded to the maximum extent permitted by law and, in terms of the New Zealand Consumer Guarantees Act 1993, ("CGA") the End User agrees that it is acquiring the Virsaе Software for business use only and agrees that provisions of the CGA are hereby expressly excluded.
- 5.5** The terms of this EULA constitute the entire understanding and agreement by Virsaе Limited and the End User relating to the matters dealt with in this EULA and supersedes and extinguishes all prior agreements, statements, representations and understanding whether verbal or written given by or made between each of the parties prior to this EULA being entered into in respect of the matters dealt with in this agreement. Virsaе Limited may modify, alter or add to any of the provisions of EULA by notice to the End User otherwise, this EULA may not be altered without the express written agreement of Virsaе Limited and the End User.

6. Governing Law and Jurisdiction

- 6.1** This EULA is governed by and shall be construed, interpreted and applied in accordance with New York law and the exclusive forum to hear all disputes, litigation claims or otherwise shall be the appropriate Court of New York.

DEFINITIONS:

For the purposes of these terms:

"End User" means the body corporate, partnership, company or other legal person installing, downloading or otherwise utilizing the Virsaе Software for furtherance of that End Users business.

"Product Documentation" means writing in any medium in respect of the Virsaе Software including (without limitation) its installation, use, support and technical specifications, service descriptions and troubleshooting information and all such other information about the Virsaе System;

"Software" means a computer program or programs in object code delivered in any medium (including without limitation whether by disc, storage device or over the internet) or which is pre-installed or pre-packaged on hardware or storage devices of any kind and includes any improvements, additions, downloads, upgrades, patches or bug-fixes to any such software;

"Users" means the End User and its authorized employees, agents, contractors and other representatives accessing or utilizing the Virsaе Software legitimately for the purposes of the End User in accordance with this EULA;

"Virsaе Reseller" is a person who is expressly authorized by Virsaе Limited to sell Virsaе Software;

"Virsaе Software" means Virsaе Contact Centre and Virsaе Service Management and all upgrades, modifications and copies thereof and including all other bundled Software unless such software is provided under separate license terms; and

"Writing" includes the written word or any form of visual or electronic code in any format which is capable of being interpreted by a person with access to the appropriate language or system.