



Hosted ICON Signals Software Application Terms, Conditions and EULA

1. Overview

This Appendix outlines additional terms and conditions regarding the ICON Signals Software Application. It includes information regarding product warranty, limitations and the End User License Agreement (EULA). ICON Cloud Solutions (ICS) is providing the ICON Signals Software Application as a hosted service.

2. Hosted Service Application Notice

The ICON Signals software application has been configured and installed for the Customer's use within the ICS data center. The continued operation of the ICON Signals software application requires that the Customer provide an acceptable and operational IP connection to their facility for use of this service. ICON Cloud Solutions, and its other third party partners are not responsible for interruptions with the Customer's IP Connection.

2.1. Hosted Services Warranty

ICS will make its best effort to delivery to the Customer a quality hosted application solution. ICS makes no warranty of the customer provided/contracted IP connection to the ICS host and/or the customer premises network. Although ICS may assist in determining any network or connectivity issues ICS and its third party partners assume no responsibility for the same. Customer understands that should Customer provided/contracted network require extensive diagnostic work by ICS that ICS has the right to charge and Customer agrees to pay for these professional services.

2.2. Service Levels

ICS will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customer's sole remedy, and ICS' sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Level Agreement set forth on ICS web site at: www.iconcloud.com under the Agreement and Policies heading. ICS reserves the right to update the Service Level Agreement from time to time.

3. End User License Agreement

The document on the following page is the End User License Agreement for the ICON Signals software application. This fully details the Customer's rights and obligations for utilizing the application.



ICON Voice Networks Software License Agreement

Precursor

CAREFULLY READ THE FOLLOWING SOFTWARE LICENSE AGREEMENT. USE OF THIS PRODUCT (JOINTLY AND SEVERALLY "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT PROMPTLY REMOVE SOFTWARE TOGETHER WITH ALL COPIES FROM YOUR COMPUTER. YOUR USE OF THE SOFTWARE IS CONDITIONAL UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

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1.1 Upon payment of the applicable license fee, ICON Voice Networks grants to You a non exclusive, personal, paid up, non-transferable license to use the ICON Signals Software and Documentation solely for the following purposes: (a) operate one copy of the software for each license purchased unless expressly permitted otherwise by ICON Voice Networks; and (b) to make one copy of the Software for back-up purposes. You must reproduce all copyright notices on any copy of the Software. You will not Yourself or allow anyone else to: (i) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code or structural framework to the Software except to the extent expressly permitted by applicable law notwithstanding this limitation (and then only subsequent to notice to ICON Voice Networks); (ii) translate, modify, or create any derivative work of any Software; (iii) disclose, publish, sublicense, sell, lend, rent, lease or transfer any Software (except that You may transfer all (but no lesser portion) of the Software (including Documentation and any back-up copy) to another person subject to this Software License Agreement with the prior written approval of ICON Voice Networks, which approval will not be unreasonably withheld, and upon payment of any transfer fee which ICON Voice Networks may impose); (iv) copy or reproduce any Software, except as permitted under (b) above; or (v) operate any Software to process data for anyone else.

1.2 This Software license will terminate automatically if You use or permit the use of the Software in any manner not permitted by this Software License Agreement. In the event of such termination, You will immediately, as directed by ICON Voice Networks, either return the Software and all copies You have made, including without limitation modifications and merged portions in any form, to ICON Voice Networks or destroy all copies of the Software as well as the Documentation and certify such destruction in writing to ICON Voice Networks.

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3.0 Intellectual Property Rights Indemnification:

In the event of a third party claim against You based solely on Your use of the Software and Documentation in strict adherence to the terms of the Software License and the other terms of this Agreement, ICON Voice Networks may obtain the right for You to continue using the Software, replace or modify the Software so that it becomes non-infringing, or if such remedies are not reasonably available, to require return of the Software and Documentation including all copies thereof and provide a prorated refund of the price You paid ICON Voice Networks based on a three-year amortization period. Other than as set forth in this paragraph, neither ICON Voice Networks nor any of its suppliers under whose authority the Software license contained herein may have been granted to You shall have no liability to You arising out of or related to any allegation or determination that any of the Software or Documentation infringes or constitutes wrongful use of any proprietary right. Notwithstanding the above, neither ICON Voice Networks nor any of its suppliers under whose authority the Software license contained herein may have been granted to You shall be liable to You for any claim arising from or based on the combination, operation, or use of any Software with equipment, data or programming not supplied by ICON Voice Networks, or arising from any alteration or modification of the Software.

4.0 Limited Warranties:

4.1 ICON Voice Networks warrants that: the Software as supplied by ICON Voice Networks in object code form, if properly installed will perform substantially in conformance with the Documentation for a period of twelve months from date of download. ICON Voice Networks, does not, however, warrant that the functions contained in the Software will satisfy your particular purpose and/or requirements or that the operation of the Software will be uninterrupted or error free. In the event that (i) You purchased the Software, and (ii) during the Warranty Period the Software shall fail to perform substantially in accordance with the Documentation, ICON Voice Network’s entire liability and your sole and exclusive remedy under the above limited warranty shall be, at ICON Voice Network’s option, if timely notified of same in writing either (a) return of the price, if any, paid for the Software, or (b) to use its good faith reasonable efforts to devise a suitable corrective solution to the problem (also referred to in the industry as a “service pack”) within a reasonable period of time. Should said action, however, not substantially resolve the problem, then ICON Voice Networks reserves the right to substitute a new release (“version”) of software as soon as it is generally made available by ICON Voice Networks. Software and accompanying Documentation provided on a no-charge basis are supplied “AS IS” AND INCLUDES NO WARRANTY WHATSOEVER.

4.2 This limited warranty is void if failure of the Software has resulted from Acts of God, accident, abuse, misapplication or electrical surge or any other cause beyond ICON Voice Network’s control.

4.3 TO THE FULL EXTENT PERMITTED BY LAW, ICON VOICE NETWORKS EXPRESSLY

DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND THIS IS SO ACKNOWLEDGED BY YOU. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS".

4.4 IMPORTANT NOTICE: Nothing in this Agreement is intended to or shall be construed as excluding or modifying any statutory rights, warranties or conditions which may be applicable to this Agreement, the Software or Documentation, and which by virtue of any national or state fair trading, trade practices or other consumer legislation may not be modified or excluded. To the extent such legislation is applicable to Your purchase of the Software or is required by such legislation, ICON Voice Network's liability for any breach of any such warranty or condition shall be and is hereby limited to either: (a) the supply of such Software again; or (b) the correction of any defect in such Software or Documentation as ICON Voice Networks at its sole discretion may determine to be necessary to correct the defect.

5.0 Limitations of Liability:

5.1 IN NO EVENT WILL ICON VOICE NETWORKS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE, USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION IN CONNECTION WITH THE SOFTWARE OR DOCUMENTATION AND/OR THE SOFTWARE LICENSE EVEN IF ICON VOICE NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY AGREE TO WAIVE ANY RIGHTS WHICH YOU MAY HAVE AGAINST SUPPLIERS OF ICON VOICE NETWORKS ARISING FROM THIS AGREEMENT AND/OR THE SUPPLY OF THE SOFTWARE.

5.2 Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.

5.3 IN NO EVENT SHALL ICON VOICE NETWORKS'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM OR IN CONNECTION WITH THE SOFTWARE AND/OR DOCUMENTATION AND/OR THE SOFTWARE LICENSE GRANTED TO YOU HEREUNDER EXCEED THE PURCHASE PRICE PAID BY YOU , IF ANY, FOR THE SOFTWARE AND DOCUMENTATION (BUT NOT TO EXCEED THE SUGGESTED RETAIL PRICE) WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE.

6.0 Allocation of Risk:

Provisions of this Agreement such as the warranty limitations, exclusive remedies and limitations of liability are unrelated, independent allocations of risks between You and ICON Voice Networks. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. If any part of this Agreement is held to be unenforceable, it shall not affect any



other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. ICON Voice Network's pricing reflects the allocations of risk contained in this Agreement.

7.0 Export Controls:

You agree to comply fully with all relevant export laws and regulations the United States ("Export Laws") to ensure that the Software is (a) not exported directly, or indirectly, in violation of Export Laws; or (b) is not intended to be used for any purposes prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are available from the U.S. Export Administration Regulations online at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>. This list is subject to change without further notice from ICON Voice Networks, and you must comply with this list as it exists in fact.

8.0 Entire Agreement, Governing Law and Venue:

8.1 YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE, FINAL AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ICON VOICE NETWORKS AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT OR ANY OTHER COMMUNICATIONS RELATING TO THE USE OF THE SOFTWARE OR ANY OF THE DOCUMENTATION.

8.2 No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement and the Software license granted herein shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia, exclusive of its conflict of laws provisions, and the federal laws of the United States applicable therein. In no event shall this Agreement or this Software license be construed or enforced under the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, the application of which are expressly excluded. ICON Voice Network's Suppliers are deemed to be third party beneficiaries of this Agreement.

9.0 Definitions:

"Agreement" means this Software License Agreement. "You" and "Your" refers to any person or entity that acquires or uses the Software or Documentation. "Software" means the ICON Signals software and any and all copies, modifications, upgrades, enhancements and new releases thereof made or acquired by You. "Documentation" means the end user reference and operating manuals that ICON Voice Networks publishes relating to the Software (functional and operating specifications).

10.0 Authorized Reseller Obligations

To the extent that this Software is first utilized, and/or configured or programmed by an ICON Voice Networks authorized reseller and not an end user customer, then authorized reseller understands and agrees that it has assumed the duty hereunder and/or under its dealership agreement with ICON Voice Networks, to obtain an acceptable sub-license from its end-user



with respect to the Software.