

FIXSTREAM NETWORKS, INC.

SOFTWARE END USER LICENSE AGREEMENT AND SUPPORT SERVICES

TERMS AND CONDITIONS

THE SOFTWARE LICENSE TERMS CONTAINED HEREIN (THE "LICENSE TERMS") CONSTITUTE A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("YOU" OR "CUSTOMER") AND FIXSTREAM NETWORKS, INC. (REFERRED TO HEREIN AS "FIXSTREAM" OR "COMPANY"). BY INSTALLING AND USING FIXSTREAM SOFTWARE (THE "PRODUCTS"), YOU ACCEPT THE PRODUCTS AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE PRODUCTS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR THE PERSON OR ENTITY INSTALLING AND/OR USING THE PRODUCTS DOES NOT HAVE AUTHORITY TO BIND CUSTOMER TO THE LICENSE TERMS, THEN DO NOT INSTALL AND/OR USE THE PRODUCTS.

1. Grant of License and Restrictions. Subject to the License Terms, Company grants Customer a nonsublicensable, nonexclusive right to use the Products strictly in accordance with the related user documentation and specification sheets (collectively the "Documentation") and any terms and procedures Company may prescribe from time to time. The Products shall be provided to Customer under a term-based license. Customer may possess only the number of authorized copies of any Products and only in accordance with the License Terms. Company retains ownership of all Products and copies. Customer will maintain the copyright notice and any other notices that appear on the Products on any copies and any media. Customer will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Products (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use Products for the benefit of any third party, or (iii) use any Products, or allow the transfer, transmission, export, or re-export of any Products or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency. All the limitations and restrictions on Products in these License Terms also apply to the Documentation.

2. Customer Support and Maintenance. While the license for Products remains effective and the applicable Support Services Fee has been paid (or License Fee in the case of a term-based license), Company will use reasonable commercial efforts to provide the support and maintenance services for the Products as described in Exhibit A ("Support Services"), subject to Section 3.

3. Limited Warranty and Disclaimer. Company warrants for a period of thirty (30) days from Customer's first acquisition of Products that such Products will materially conform to Company's then current Documentation for such Product. This warranty covers only problems reported to Company during the warranty period. ANY LIABILITY OF COMPANY WITH RESPECT TO PRODUCTS OR THE PERFORMANCE THEREOF

UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCTS REPAIR OR REPLACEMENT OR, IF, IN COMPANY'S OPINION, REPAIR OR REPLACEMENT IS IMPRACTICAL, TO REFUND OF THE LICENSE FEE. EXCEPT FOR THE FOREGOING, ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, COMPANY DOES NOT WARRANT RESULTS OF USE OF THAT THE PRODUCTS ARE BUG FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.

4. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, COMPANY SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE LICENSE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE PRODUCTS DURING THE SIX MONTH PERIOD PRIOR TO THE CAUSE OF ACTION; OR (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

5. U.S. Government Restricted Rights. If any Products is used or accessed by or on behalf of the United States government, such use or access is subject to the following provision. The Products and any related Documentation are deemed "commercial computer software" and "commercial computer software documentation," respectively, within the meaning of the applicable civilian and military Federal acquisition

regulations and any supplement thereto. If the user of the Products is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, including technical data, manuals or other accompanying documentation, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and use of the Products by any Government agency, department or other agency of the Government is further restricted as set forth in this Agreement.

6. Miscellaneous. Neither the Agreement nor the licenses granted hereunder are assignable or transferable by Customer without the prior written consent of Company; any attempt to do so shall be void. Company may assign this Agreement in whole or in part. Any notice, report, approval or consent required or permitted hereunder shall be in writing. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any

partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any waivers or amendments shall be effective only if made in writing. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action. Customer represents that it is not a government agency and it is not acquiring the license pursuant to a government contract or with government funds.

EXHIBIT A

SUPPORT SERVICES TERMS AND CONDITIONS

Capitalized terms not defined in these Support Services Terms and Conditions ("Support Terms") shall have the same meaning as in the License Terms. Company is obligated under this Exhibit A only with respect to the Products ordered.

THE TERMS AND CONDITIONS SET FORTH HEREIN CONSTITUTE THE ENTIRE AGREEMENT BETWEEN FIXSTREAM AND CUSTOMER RELATING TO FIXSTREAM'S SUPPORT SERVICES. FIXSTREAM SHALL NOT BE BOUND BY ANY TERMS OR CONDITIONS OF CUSTOMER'S ORDER FOR SUPPORT OR ANY OTHER DOCUMENT. ANY ACCEPTANCE BY FIXSTREAM OF CUSTOMER'S ORDER FOR SUPPORT SERVICES IS EXPRESSLY CONDITIONED ON ASSENT BY CUSTOMER TO THE TERMS OF THIS AGREEMENT AND THE EXCLUSION OF ALL OTHER TERMS EXCEPT AS MAY BE SET FORTH IN A WRITTEN AGREEMENT SIGNED BY FIXSTREAM AND CUSTOMER EXPRESSLY SUPERSEDING THESE TERMS. CUSTOMER SHALL BE DEEMED TO HAVE ASSENTED TO THE TERMS OF THIS AGREEMENT UPON ACCEPTING DELIVERY OF ANY PRODUCTS SUBJECT TO THE SUPPORT SERVICES DESCRIBED HEREIN. IF TENDER OF THESE TERMS IS DEEMED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF.

1. Definitions.

1.1. **"Business Day"** means the applicable days between and including Monday to Friday and do not include public US holidays.

1.2. **"Business Hours"** means the applicable hours during which FixStream customer support is available as specified in Section 2.2 below.

1.3. **"Error"** means a material failure of the Software as properly implemented and operated by Customer to perform in accordance with the Specifications.

1.4. **"Escalation"** means an Error that Customer refers to FixStream for Resolution.

1.5. **"FixStream's Action Plan"** means a plan to Resolve an Escalation prepared by FixStream that contains the following information: (i) a statement of the Error, including early evaluation; (ii) confirmation, when possible, that FixStream has reproduced the Error; (iii) status of the Error; (iv) actions required to Resolve the Escalation; (v) party responsible for performing such actions; (vi) when such actions are expected to occur and when they are expected to be completed (i.e., an estimate of how long it will take to Resolve the Escalation); and (vii) projected date for Resolution, if possible.

1.6. **"Level 1 Support Services"** means response to customer calls regarding Errors or other issues with the Software.

1.7. **"Level 2 Support Services"** means response to technical support calls from Customer technical support personnel to reproduce and Resolve an Error, Resolution of which does not require source code modification.

1.8. **"Level 3 Support Services"** means efforts to reproduce and Resolve an Error, Resolution of which may require source code modification, including but not limited to remote support through telephone, e-mail, facsimile and/or other reliable means of communication, and on-site support.

1.9. **"Major Release"** means a new release of the Software, which is made generally available, that incorporates the last Maintenance Release(s) (if any) and may include additional enhancements to the Software. Major Releases may include architectural changes and major feature changes, as well as new features and functionality. Major Releases are designated by the first number of the Products version (i.e. version 2 would be 2.0).

1.10. **"Maintenance Release"** means an Update or an Upgrade provided to Customer by FixStream.

1.11. **"New Product"** means a new Software release that FixStream markets as a new product not already licensed to Customer. Such New Product may contain some of the same functionality as the Software currently licensed to Customer but may also contain new or additional functionality. Designation of Software as a New Product will be made by FixStream in its sole discretion.

1.12. **"Resolution"** or **"Resolve"** means resolving an Error in accordance with this Exhibit. A Workaround is not a Resolution.

1.13. **"Severity 1 – Major Impact"** means the Software is inoperable or the performance of the Software is so severely reduced that Customer cannot reasonably

continue to operate the Software because of the Error and the Error cannot be circumvented with a Workaround.

1.14. **“Severity 2 – Moderate Impact”** means the Software’s performance is significantly degraded such that Customer’s use of the Software as permitted is materially impaired. The Error may or may not be circumvented with a Workaround, but the Workaround is not acceptable as a long-term resolution.

1.15. **“Severity 3 – Minor Impact”** means Customer is experiencing a performance, operational, or functional Error that can be circumvented with a Workaround and the Error causes only minimal impact to the Customer’s ability to use the Software as authorized.

1.16. **“Severity 4 – Cosmetic Defect”** means the problem is purely cosmetic and not easily recognizable by the Customer, and does not affect normal operations of Software.

1.17. **“Severity 5 – Feature Enhancement”** means a Feature Enhancement request or design issue for consideration by FixStream for the Software..

1.18. **“Software”** means the FixStream-proprietary software that Customer has licensed from FixStream.

1.19. **“Specifications”** means the specifications for the Software provided in writing by FixStream as part of the Documentation for the Software.

1.20. **“Support Services”** means the support services provided by FixStream which shall include bug fixes, severity base support with a predetermined average response time for clarifications, issues and Workarounds, and the provision of new Versions.

1.21. **“Update”** means a new release of the Software made generally available by FixStream to its customers that contains bug fixes and minor modifications or enhancements, but not containing any significant new features or functionality, as determined by FixStream in its sole discretion.

1.22. **“Upgrade”** means a new release of the Software made generally available by FixStream to its customers that contains some modifications or enhancements to performance or functionality that exists in the current release of the Software, but does not typically contain any new or additional functionality. Designation of a release as an Upgrade shall be made by FixStream in its sole discretion.

1.23. **“Version”** means an Update or Upgrade to the Software, but does not include New Products.

1.24. **“Workaround”** means a temporary solution to an Error that allows the customer to continue to use the Software until a Resolution is completed. A Workaround may consist of specific administrative steps or alternative programming calls.

2. FixStream’s Software Support Obligations.

2.1. **Support Requests.** Customer shall have access to an e-mail reporting service through which support requests are logged and Ticket (ID) is issued. This service can be reached at support@FixStream.com.

2.2. Customer may call the Customer support call center (the **“Customer Support”**), as specified below.

Location	Telephone Number	Business Hours of Operation
Worldwide	+1-855-934-9787	6am – 6pm PST on Business Days

2.3. **Designated Support Contact.** FixStream shall designate at least one “Designated Support Contact” and at least one “Alternate” to receive Escalations from Customer, and shall provide Customer with written notice of the names of and contact information for such individuals. FixStream shall give Customer written notice of any changes in FixStream’s Designated Support Contacts and Alternates after FixStream decides to make a change.

2.4. **Purchases Through Reseller.** In the event Customer has purchased the Products through a Reseller, Customer will be entitled to all the rights herein set forth related to the level of Support Services requested and paid for by Customer.

2.5. **Support Services.** FixStream shall provide Support Services in accordance with the terms of this Agreement and as per the Support Model set forth in Schedule I hereto.

2.6. **Conditions for Providing Support:** FixStream’s obligation to provide support services is conditioned upon the following:

2.6.1. Customer providing FixStream with sufficient information and resources to correct the problem either at FixStream’s Customer Support Center or

via dial-up access at Customer's Site (including without limitation remote desktop or SSL VPN access to the physical servers on which the FixStream Software is installed along with full administrative privileges), and access to the personnel, hardware, and any additional software involved in discovering the problem;

2.6.2. Customer promptly installing all the Maintenance Releases; and

2.6.3. Customer procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

2.7. **Customer Responsibilities.** Customer shall open new cases/calls with proper contact information, and shall be responsible for the following tasks:

2.7.1. In Severity 1 – Major Impact cases, Customer shall immediately inform FixStream of the Software issues by reporting them to the FixStream's Customer Support Center;

2.7.2. In all other cases, Customer shall isolate any informational, configuration, development and parameter type cases, or, on potential Software issues, identify and capture logs, error messages and reproducible test cases; and

2.7.3. Customer shall provide Internet-based access to the test environment and as per Customer's security policy, provide access to production databases and systems, and shall maintain active support from applicable vendors for all hardware and software not provided by FixStream.

3. Software Remediation Process.

3.1. **Reporting.** Prior to requesting support from FixStream, Customer will use reasonable efforts to comply with all applicable operating and troubleshooting procedures, as posted on a designated FixStream website or as otherwise provided by FixStream in the Documentation. If such efforts are unsuccessful in eliminating the Error and Customer confirms that an Error is being caused by the Software, qualified Customer technical support personnel should promptly notify FixStream by e-mail, telephone, facsimile or other reliable means of communication of the Error. The initial notification will include a detailed description of the Error being escalated together with any supporting information that Customer believes may assist FixStream in its diagnostic process. In its report, Customer will also include its estimate of the Priority Level of the Error it is reporting. The designation of Priority Level is subject to

confirmation by FixStream after initial review of the Error reported.

3.2. **Resolution.** FixStream's Resolution to the Escalation will include the following:

3.2.1. **Resolution Testing.** FixStream will test Resolutions according to FixStream's standard business practices.

3.2.2. **Patch Delivery.** At no additional charge to Customer, FixStream shall provide all patches to Customer as soon as they are available in Customer's standard format for duplication and distribution. FixStream shall provide patches on-line whenever possible. Whenever possible, FixStream shall provide Customer with a test case or test procedure used to verify all patches.

3.3. **Redirection.** In the event that FixStream reasonably determines that the Escalation is not an Error in the Software, FixStream will promptly provide Customer with a detailed explanation so the Escalation can be properly redirected within Customer.

3.4. Exclusions.

3.4.1. Support Services do not cover resolution of problems which result from (i) hardware or software not developed and provided to Customer by FixStream; (ii) modifications of the Products by any individual or entity other than FixStream without FixStream's prior written approval; or (iii) use of the Products by Customer which is not in accordance with the Documentation.

3.4.2. FixStream will only support its Products on platforms for which all components are supported by their respective vendors, under standard conditions, at the date the support request is made by Customer to FixStream. The list of platforms on which each release of the Products is available is decided by FixStream alone. FixStream will only provide support on platforms designated in the Documentation, or compatible with them; provided, however, that FixStream will provide at least one hundred and eighty (180) days prior written notice if FixStream will discontinue support of the Software on any platform.

3.4.3. FixStream does not commit to modifying the Products to work around the dysfunction or limitation of third party software or hardware.

4. **Software Maintenance.** So long as Customer continues to purchase Support Services under the Agreement, FixStream will make each new Version of the Software available to the Customer, thus incorporating the new Version into this Agreement. Customer acknowledges and agrees that: (i) determination of whether the Software developed by FixStream is an Upgrade or a New Product shall be in the sole discretion of FixStream; and (ii) New Products are not covered or in any manner included under the terms and conditions of this Agreement.

5. **Major Release Support Policy.** FixStream will provide Support Services for up to two active Major Releases at any given period of time, the current and immediately prior Major Releases. FixStream will provide Support Services for a Major Release until the next Major Release occurs (e.g., version 2.0 receives full Support Services until version 3.0 is released), after which time the previous Major Release will enter a period of limited Support Services. During the period of limited Support Services, FixStream will provide a Resolution for Severity 1 and Severity 2 Errors, provided that Customer has installed all patches available to the Major Release. At FixStream's sole discretion, however, a Workaround may be provided for Severity 3 Errors. FixStream will provide at least one hundred and eighty (180) days prior written notice to Customer that Support Services will end for any Major Release that is two versions or more behind the current Major Release (e.g., once version 4.0 is released, Support Services for version 2.0 will end).

6. **Term; Termination.**

6.1. **Term.** These Support Services terms are in effect for the period specified in the Order Form. Customer may continue to purchase Support Services for additional periods, unless FixStream has elected to no longer support the Products for which Support Services are requested, and has provided notification of such to Customer at least ninety (90) days before expiration of the existing Support Services period.

6.2. **Termination.** Either party may terminate the Support Services in the event that the other party materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days following receipt of written notice thereof. Upon any such termination, the Customer shall return or destroy all copies of any confidential information of FixStream.

Schedule I

SUPPORT MODEL

<p align="center">Support Services Model Features</p>	<p align="center">Gold</p>
<p>Online Support</p> <ul style="list-style-type: none"> • Email • Phone 	<ul style="list-style-type: none"> • Yes • Yes
<p>Support Assistance Hours</p>	<p>6am-6pm PST on Business Days</p>
<p>Number of Cases</p>	<p>Unlimited</p>
<p>Acknowledgement SLA</p> <ul style="list-style-type: none"> • Severity 1-3 	<ul style="list-style-type: none"> • 4 hours
<p>Response / Follow Up / Escalation</p> <ul style="list-style-type: none"> • Severity 1 • Severity 2 • Severity 3 	<ul style="list-style-type: none"> • 12 hours • 24 hours • 36 hours
<p>Status Updates</p> <ul style="list-style-type: none"> • Severity 1 • Severity 2 • Severity 3 	<ul style="list-style-type: none"> • Once a day • Once every two days • Once every 5 days
<p>Software Support Services</p> <ul style="list-style-type: none"> • Provision new Production Releases • Provision new Maintenance Releases • Provision Fixes 	<ul style="list-style-type: none"> • Free of charge • Free of charge • Free of charge