END USER LICENSE AGREEMENT

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This End User License Agreement ("Agreement") is entered into as of the Effective Date set forth below, by and between **Avya Technologies Inc. DBA OmnifiCX,** a Delaware corporation with its principal place of business at 16192 Coastal Highway, Lewes, Delaware 19958, USA ("**OmnifiCX**," "Company," "we," "us," or "our"), and you ("**Licensee**," "you," or "your"), whether an individual or a legal entity.

By installing, downloading, accessing, or otherwise using the software or services provided by OmnifiCX (the "Software" as defined below), you agree to be bound by this Agreement. If you do not agree to all terms, **do not install, access, or use** the Software.

RECITALS

WHEREAS, **Avya Technologies Inc. DBA OmnifiCX** ("OmnifiCX") is the owner and licensor of certain proprietary software applications and related services (the "Software");

WHEREAS, Licensee desires to obtain a license to use the Software subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1.0 DEFINITIONS

For purposes of this Agreement:

1.1 **"Software"** means all software products, modules, applications, tools, components, patches, updates, upgrades, bug fixes, enhancements, modifications, improvements, interfaces, connectors, APIs, integrations, and all documentation (user manuals, on-line help, guides) provided by OmnifiCX under this Agreement.

1.2 **"Licensee"** means the individual or legal entity that has accepted this Agreement, and includes its employees, contractors, agents, subsidiaries, and affiliates, as authorized to use the Software under this Agreement.

1.3 **"Authorized Use"** means use of the Software by Licensee strictly in accordance with the license metrics, scope, purpose, and user limits assigned (device count, users, seats etc.), and any applicable usage rules, policies, or documentation.

1.4 **"Territory"** means all countries in which the Licensee is authorized to use the Software, subject to any restrictions imposed by export control or other laws.

1.5 **"Subscription Term"** means the period for which the Software (or any part thereof) is licensed to Licensee under a subscription model, as set forth in the order, quote, invoice, or other written agreement between Licensee and OmnifiCX.

1.6 **"Fees"** means the amounts payable by Licensee for the license, subscription, maintenance, support, or other services, as described in the applicable ordering document or OmnifiCX's published price list.

1.7 **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of fifty percent (50%) or more of voting securities or other interest having the right to vote for the election of directors or equivalent governing body.

2.0 GRANT OF LICENSE & SCOPE

2.1 **License Grant:** Subject to Licensee's compliance with this Agreement (including payment of all Fees), OmnifiCX grants Licensee a **non-exclusive**, **non-transferable**, **non-sublicensable**, **revocable**, limited license to access and use the Software via cloud delivery solely for Licensee's internal business operations, during the Subscription Term or license-term specified, and only as expressly permitted in the ordering document or quote.

2.2 **License Metrics & Limits:** Licensee's right to use the Software is subject to the license metrics quoted (for example, number of users, seats, devices, installations, processors, CPU cores, transactional volumes, etc.). Any usage exceeding those metrics requires additional license purchase by Licensee.

2.3 **Permitted Territory:** Licensee may use the Software only in the Territory as defined and permitted under applicable export laws and as specified in the ordering documents.

3.0 LICENSE RESTRICTIONS & PROHIBITED USES

Licensee shall **not**:

a) Licensee shall not reverse engineer, decompile, or attempt to derive source code from the Software, including its APIs, cloud interfaces, or integrations;

b) create derivative works, adaptations, or combinations of the Software that infringe or derive substantially from its core components;

c) rent, lease, lend, redistribute, sublicense, sell, or otherwise transfer the Software or any rights to it, except as expressly permitted by OmnifiCX in writing;

d) use the Software to provide services to third parties (including as a service bureau, managed hosting, or application service provider), unless explicitly licensed;

e) circumvent or disable any technical or security measures, licensing controls, or digital rights management features;

f) remove, alter, or obscure any copyright, trade-mark, patent, or other proprietary notices in the Software;

g) use the Software in violation of any law, regulation or third party rights;

h) export, re-export, or use the Software in any manner inconsistent with U.S. export control laws or applicable international laws.

4.0 OWNERSHIP

All title, ownership rights, and intellectual property rights in and to the Software, and any copies, modifications, enhancements, or derivative works thereof, including trademarks, patents, copyrights, trade secrets, moral rights, and other proprietary rights, reside with OmnifiCX or its licensors. This Agreement does not convey to Licensee any ownership interest in the Software, but only a limited license.

5.0 CONFIDENTIALITY

5.1 Definition of Confidential Information: "Confidential Information" means all non-public, proprietary or sensitive information disclosed by a party to the other under this Agreement, whether orally, in writing, or by inspection, including business operations, financial data, technical data, product roadmaps, trade secrets, software code, algorithms, interfaces, customer data, performance information, and any documentation.

5.2 Obligations: The receiving party shall:

- use Confidential Information only as necessary for performance under this Agreement;
- maintain confidentiality using at least the same standard of care it uses for its own confidential material, but in no case less than reasonable care;
- not disclose Confidential Information to any third party except its employees, agents, or contractors who have a need to know, and who are bound by confidentiality obligations at least as protective as this clause;
- return or destroy all Confidential Information upon termination or expiration of this Agreement, except to the extent required by law or regulatory obligation.

6.0 FEES, PAYMENT, TAXES

6.1 Fees & Invoices: Licensee shall pay all fees for the Software and related services (maintenance, support, hosting, integration) as set forth in the ordering document or quote. Unless otherwise agreed, all payments are due within thirty (30) days from the date of invoice.

6.2 Late Payment & Interest: If any payments are not made when due, OmnifiCX may charge interest daily at the lesser of one and one-half percent (1.5%) per month or the maximum permitted under applicable law, plus all costs of collection, including attorneys' fees.

6.3 **Taxes:** Licensee is responsible for all sales, use, value-added, withholding, or other taxes or duties, except taxes based on OmnifiCX's income. Licensee shall provide proof of exemption if applicable.

7.0 EXPORT CONTROL & COMPLIANCE

7.1 **Compliance with Laws:** Licensee shall comply with all applicable U.S. export control laws and regulations (including the Export Administration Regulations (EAR)), economic sanctions administered by OFAC, and similar laws of other jurisdictions.

7.2 **Restrictions:** Licensee acknowledges that the Software and its underlying technology may be subject to export, re-export, or transfer restrictions. Licensee represents that it is not a citizen, resident, or located in a country under embargo or sanctions; and that it is not listed on any U.S. or other relevant entity or party prohibited list.

7.3 **Use & Transfer:** Licensee agrees not to export, re-export, or transfer the Software, directly or indirectly, to any prohibited destination, entity, or person, or for any prohibited end use (e.g., nuclear, missile, chemical biological weapons).

8.0 MAINTENANCE, SUPPORT & UPGRADES

8.1 **Product Support Services:** If the Licensee has purchased or subscribed to support services related to the Product, OmnifiCX shall provide such support in accordance with its then-current standard support policy and the Service Level Agreement ("SLA") referenced below. Product support includes assistance with the use, operation, and performance of the Product.

8.2 **Updates & Upgrades:** During the Subscription Term, OmnifiCX may, at its discretion, provide updates, upgrades, or enhancements to the Product. These may include bug fixes, patches, new **versions**, or functional improvements, and are subject to the terms of this Agreement. The Licensee may choose whether to install updates; however, OmnifiCX strongly recommends the prompt installation of any critical security or performance updates.

8.3 **Service Level Agreement:** Product support services provided under this Agreement shall be governed by OmnifiCX's standard Service Level Agreement ("SLA"), which is incorporated herein by reference.

8.4 **Excluded Services:** Any services unrelated to the Product itself, including but not limited to implementation, configuration, integration, training, customization, or ongoing managed services, are not covered under this Section 8.0 and shall be governed by separate terms and arrangements with the relevant service provider.

8.5 **Service Availability & Uptime:** OmnifiCX endeavors to provide continuous access to the Software with a target uptime commitment of ninety-nine point nine percent (99.9%)

during each calendar month, excluding scheduled maintenance windows and events beyond OmnifiCX's reasonable control. Scheduled maintenance shall be communicated to Licensee at least [48] hours in advance. In the event of failure to meet this uptime commitment, Licensee's sole and exclusive remedy shall be a service credit proportional to the downtime, as detailed in OmnifiCX's Service Level Agreement (SLA). This commitment shall not apply to unavailability caused by factors outside OmnifiCX's reasonable control, including but not limited to Force Majeure events, Licensee's misuse, or third-party failures.

8.6 Disaster Recovery & Business Continuity: OmnifiCX maintains disaster recovery and business continuity plans designed to restore critical services in the event of a disruption. OmnifiCX commits to recovery time objectives ("RTO") and recovery point objectives ("RPO") consistent with industry standards and as described in the applicable SLA. Licensee acknowledges that actual recovery times may vary depending on the nature and severity of the incident. OmnifiCX will notify Licensee promptly in the event of a disaster or major service disruption impacting Software availability.

8.7 Use Reporting & Monitoring: Licensee acknowledges and agrees that OmnifiCX may collect and monitor usage data, including but not limited to user counts, transaction volumes, system performance metrics, and feature utilization (collectively, "Usage Data") through automated means. Licensee shall not interfere with, disable, or block such data collection or telemetry. OmnifiCX may use Usage Data for purposes of ensuring license compliance, improving the Software, and providing support. All Usage Data shall be processed in accordance with the Data Protection & Privacy provisions of this Agreement.

9.0 BETA AND EXPERIMENTAL FEATURES

From time to time, OmnifiCX may make available to Licensee certain beta, pilot, or experimental features or versions of the Software ("Beta Features"). Licensee acknowledges that Beta Features are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, and may not be fully tested or supported. OmnifiCX does not guarantee the availability, functionality, or performance of Beta Features and may discontinue or modify them at any time without notice. Licensee's use of Beta Features is voluntary and at Licensee's sole risk.

10.0 Third-Party Applications and Integrations

The Software may enable or support integration with third-party applications, services, or components ("Third-Party Applications"). Licensee acknowledges and agrees that such Third-Party Applications are not provided or controlled by OmnifiCX. OmnifiCX disclaims all warranties and liability arising from or related to Licensee's use of Third-Party

Applications, and Licensee's use thereof is solely at Licensee's risk. Use of Third-Party Applications is governed by the terms and conditions of the respective third parties.

11.0 INDEMNIFICATION

11.1 By Licensee: Licensee shall defend, indemnify and hold harmless OmnifiCX, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or related to:

- Licensee's breach of this Agreement;
- Licensee's misuse of the Software;
- Licensee's violation of applicable laws, including export laws;
- Claims by third parties arising from Licensee's data, content or its use of the Software.

11.2 By OmnifiCX: OmnifiCX shall defend, indemnify and hold harmless Licensee against any claim that a properly licensed version of the Software infringes any U.S. or other valid other intellectual property rights, provided Licensee gives OmnifiCX prompt written notice of the claim, gives OmnifiCX sole control of defense (unless conflict of interest), and provides reasonable assistance at OmnifiCX's expense. This indemnity does not apply to infringement claims arising from modifications, combinations, or use of the Software in a manner not authorized in this Agreement.

12.0 WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS," TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OMNIFICX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE;
- WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE;
- THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS;
- ANY WARRANTY THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, BE ERROR-FREE, OPERATE WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR SECURITY ISSUES WILL BE CORRECTED.

13.0 LIMITATION OF LIABILITY

13.1 Exclusion of Certain Damages: IN NO EVENT SHALL OMNIFICX, ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Cap on Direct Damages: LICENSEE'S AND OMNIFICX'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO OMNIFICX UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13.3 Exceptions: The limitations set forth above shall not apply to (a) Licensee's payment obligations; (b) claims arising from gross negligence, willful misconduct, or fraud; or (c) any other liability that cannot be limited under applicable law.

14.0 TERM, SUSPENSION & TERMINATION

14.1 Term: This Agreement begins on the Effective Date and continues for the Subscription Term(s) specified in the ordering document, unless earlier terminated in accordance with this Section.

14.2 Suspension by OmnifiCX: OmnifiCX may suspend Licensee's access to the Software immediately (without liability) if:

- Licensee breaches this Agreement in a material way and fails to cure such breach within [thirty (30)] days after receiving written notice;
- Licensee fails to pay Fees when due;
- OmnifiCX is required to do so by law, court order, or governmental authority;
- There is reasonable belief of misuse of the Software, security breach, or risk to integrity or reputation.

14.3 Termination: OmnifiCX may terminate this Agreement immediately upon written notice if:

- Licensee materially breaches any term and fails to cure within thirty (30) days;
- Licensee becomes insolvent or files for bankruptcy;
- Licensee fails to pay Fees within [fifteen (15)] days after notice of non-payment;

- Required by law or court order;

14.4 Effect of Termination: Upon expiration or termination of this Agreement:

- Licensee shall cease all use of the Software;
- Uninstall or destroy all copies, archives, and related materials;
- Return or destroy Confidential Information;
- Payment obligations for all accrued and unpaid Fees survive, as do obligations under Sections dealing with Ownership, Confidentiality, Indemnification, Limitation of Liability, and Governing Law.

14.5 Survival: The following provisions shall survive the expiration or termination of this Agreement for any reason: Ownership, Confidentiality, Fees and Payment, Warranty Disclaimer, Limitation of Liability, Indemnification, Effects of Termination, Governing Law and Dispute Resolution, Assignment, Audit Rights, and any other provisions which by their nature are intended to survive such expiration or termination.

14.6 End-of-Term Data Access & Portability- Upon expiration or termination of this Agreement for any reason, OmnifiCX shall, upon Licensee's written request made within thirty (30) days after termination, provide Licensee with access to export Licensee Data in a commonly used electronic format. Licensee acknowledges and agrees that after such thirty (30) day period, OmnifiCX may delete or otherwise dispose of Licensee Data in accordance with its data retention policies and applicable law. Licensee is responsible for exporting and securing its data prior to the expiration of this period.

14.7 Termination for Repeated SLA Breaches: In addition to the termination rights set forth above, Licensee may terminate this Agreement upon thirty (30) days' written notice if the Software fails to meet the uptime commitment described in Section 8.5 for three (3) or more consecutive calendar months, or four (4) months in any rolling six (6) month period, provided that:

a) Licensee has timely reported each such SLA breach to OmnifiCX in writing;
b) Licensee has cooperated with OmnifiCX in troubleshooting and remediation efforts;
c) OmnifiCX has failed to implement a commercially reasonable plan to prevent further breaches.

Upon such termination, Licensee shall be entitled to a pro-rata refund of any prepaid, unused Fees for the remainder of the Subscription Term.

15.0 DATA PROTECTION & PRIVACY

15.1 Licensee Data: If the Software processes, stores, or transfers personal data or other Licensee-provided data ("Licensee Data"), OmnifiCX shall process such Licensee Data in

accordance with its Privacy Policy and applicable data protection laws (e.g., GDPR, CCPA, etc.).

15.2 Security Measures: OmnifiCX shall implement and maintain administrative, technical, and physical security measures appropriate for the sensitivity of such Licensee Data, in line with industry standards.

15.3 Breach Notification: OmnifiCX shall notify Licensee without undue delay upon becoming aware of any data breach affecting the confidentiality, integrity, or availability of Licensee Data, or as required under applicable law.

15.4 Data Residency & Sovereignty:
Licensee's data shall be stored and processed primarily within data centers located in North America (specifically, Amazon Web Services (AWS) clusters). Licensee may request data residency compliance for specific jurisdictions, subject to OmnifiCX's ability to accommodate such requests and any additional fees or contractual amendments that may apply. OmnifiCX shall notify Licensee of any changes to data center locations that may affect data residency.

15.5 Subprocessors: OmnifiCX currently does not engage any subprocessors for the provision of the Software. Should OmnifiCX intend to engage subprocessors in the future, OmnifiCX shall provide Licensee with written notice detailing the identity and location of such subprocessors and the processing activities they will perform. Licensee shall have the right to object to the use of a proposed subprocessor within fifteen (15) business days of receipt of such notice. If Licensee objects, the parties shall discuss in good faith to find a mutually acceptable solution. OmnifiCX shall ensure that any engaged subprocessors are bound by data protection obligations no less protective than those set forth in this Agreement.

This obligation is subject to the liability caps and exclusions set forth in Section 13.0, unless prohibited by applicable law.

16.0 GOVERNING LAW & DISPUTE RESOLUTION

16.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of **Delaware**, without regard to its conflict of laws principles.

16.2 Jurisdiction & Venue: All disputes, controversies or claims arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted exclusively to the state or federal courts located in **New Castle County**, State of **Delaware**, and each party irrevocably consents to the personal jurisdiction and venue thereof.

16.3 Arbitration: Any dispute, controversy, or claim arising out of or relating to this Agreement, including its breach, termination, or validity, shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted in English, and the seat

of arbitration shall be Wilmington, Delaware. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17.0 SEVERABILITY & WAIVER

17.1 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed or modified to the minimum extent necessary to make it valid, legal, and enforceable. The remaining provisions shall continue in full force and effect.

17.2 Waiver: No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude further exercise of that or any other right.

18.0 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God, war, terrorism, labor disputes, regulatory actions, epidemics or pandemics, internet or telecommunication outages, or power failures. Affected party shall give notice promptly and make reasonable efforts to mitigate effects. If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice to the other party, without liability, except for payment obligations accrued prior to the effective date of termination.

19.0 ASSIGNMENT

You may not sublicense, lease, rent, or assign your rights in the Software, Documentation, or any access credentials granted under this Agreement to any third party (other than an Affiliate) without the prior written consent of OmnifiCX. Notwithstanding the foregoing, you may assign your rights and obligations under this Agreement and the Software without such consent in connection with a sale of substantially all of your assets or equity interests, or a merger, change of control, or similar corporate reorganization, provided that:
(i) the assignee agrees in writing to be bound by all terms and conditions of this Agreement;
(ii) you are not in material breach or default under this Agreement at the time of such assignment; and
(iii) you remain liable for any breach of this Agreement by the assignee.
Any attempted assignment, transfer, or delegation in violation of this section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

20.0 GENERAL PROVISIONS

20.1 Relationship of Parties: Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

20.2 Notices: All notices required under this Agreement shall be in writing and delivered by registered mail, overnight courier, or email (with confirmation), addressed to the relevant party at its principal address or such other address as may be notified in writing.

20.3 Audit Rights: OmnifiCX may electronically monitor usage to ensure compliance with license metrics and terms. If any audit reveals usage in excess of the licensed metrics, Licensee shall promptly pay for such excess usage at OmnifiCX's then-current rates, along with the reasonable costs of the audit.

20.4 Third-Party Components: The Software may include third-party software or open source-licensed components. Such components are licensed to you under their respective license terms; OmnifiCX makes no warranty with respect to such third-party components beyond what those licenses provide.

20.5 Publicity and Use of Customer Name: Subject to applicable law, OmnifiCX may publicly reference Licensee's name and logo as a customer of the Software for marketing, promotional, or reference purposes, including on OmnifiCX's website and in press releases, unless Licensee provides written notice of objection within thirty (30) days of the Effective Date of this Agreement. Licensee's logo and name will be used solely in accordance with Licensee's trademark usage guidelines, if provided.

20.6 Government Use: If Licensee is a U.S. government entity or is acquiring the Software on behalf of the U.S. government, the Software and accompanying documentation are "Commercial Items," as defined in Federal Acquisition Regulation ("FAR") 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in FAR 12.212 and DFARS 227.7202. Use, duplication, or disclosure by the U.S. government is subject to the restrictions set forth in this Agreement and in accordance with FAR and DFARS clauses applicable to commercial software.

20.7 Governing Language: This Agreement is drafted in English, which shall be the governing language for all purposes, including interpretation, enforcement, and dispute resolution. Any translations are for convenience only and shall not affect the meaning or interpretation of this Agreement.

20.8 Amendments: OmnifiCX reserves the right to amend this Agreement, including the EULA, from time to time by posting the amended Agreement on its website or notifying Licensee via email or other electronic communication at least sixty (60) days prior to the effective date of such amendments. Continued use of the Software after the effective date of any amendments constitutes Licensee's acceptance of the amended Agreement. If

Licensee does not agree to the amendments, Licensee may terminate the Agreement in accordance with the Termination provisions herein.

21.0 ACCEPTANCE OF TERMS

By installing, downloading, accessing, or using the Software or services provided by OmnifiCX, you agree to be bound by this End User License Agreement and all of its terms. If you do not agree to this Agreement, please do not install, access, or use the Software.

OmnifiCX may update this Agreement from time to time by posting revised terms on our website or within the Software. Your continued use after such updates constitutes your acceptance of the new terms.