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REVISED: March 1, 2017

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Rev. March 1, 2017

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15.1 Choice of Law. This Agreement and any dispute, claim or controversy arising out of or relating to this Agreement ("Dispute"), including without limitation those relating to the formation, interpretation, breach or termination of this Agreement, will be governed by California State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.

15.2 Dispute Resolution. Any Dispute will be resolved in accordance with the provisions of this Section. The disputing party shall give the other party written notice of the Dispute in accordance with the notice

provision of this Agreement. The parties will attempt in good faith to resolve each controversy or claim within thirty (30) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority.

15.3 Choice of Forum for Disputes. If a Dispute by one party against the other cannot be settled under the procedures and within the timeframe set forth in Section 15.2, then either party may bring an action or proceeding solely in either the federal court in the Northern District of California or in state court in Santa Clara County California. Except as otherwise stated in this Section each party consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings arising out of or relating to this Agreement. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY DISPUTE BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE PROGRAM.

15.4 Injunctive Relief. Nothing in this Agreement will be construed to preclude either party from seeking provisional remedies, including, but not limited to, temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, including its rights pending arbitration, at any time and no bond or security of any kind will be required with respect to any such injunction or order.

15.5 Limitations on Actions. If You have any Disputes, You must bring them in accordance with this paragraph within two years after the cause of action arises.

16.0 IMPORT/EXPORT CONTROL.

Licensee is advised that the SDK is of U.S. origin and subject to the U.S. Export Administration Regulations (“EAR”). The SDK also may be subject to applicable local country import/export laws and regulations. Diversion contrary to U.S. and/or applicable local country law and/or regulation is prohibited. Licensee agrees not to directly or indirectly export, re-export, import, download, or transmit the SDK to any country, end user or for any use that is contrary to applicable U.S. and/or local country regulation or statute (including but not limited to those countries embargoed by the U.S. government). Licensee represents that any governmental agency has not issued sanctions against Licensee or otherwise suspended, revoked or denied Licensee's import/export privileges. Licensee agrees not to use or transfer the SDK for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. and/or any applicable local government by regulation or specific written license. Additionally, Licensee is advised that the SDK may contain encryption algorithm or source code that may not be exported to government or military end users without a license issued by the U.S. Bureau of Industry and Security and any other country's governmental agencies, where applicable.

17.0 AGREEMENT IN ENGLISH.

The parties confirm that it is their wish that the Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

18.0 ENTIRE AGREEMENT.

This Agreement, its exhibits, schedules and other agreements or documents referenced herein, constitute the full and complete understanding and agreement between the parties and supersede all contemporaneous and prior understandings, agreements and representations relating to the subject matter hereof. No modifications, alterations or amendments shall be effective unless in writing signed by both parties to this Agreement.

19. REDISTRIBUTABLE CLIENT FILES.

The list of SDK client files that can be redistributed, if any, are in the SDK in a file called Redistributable.txt.

**Schedule 1 to Avaya SDK License Agreement
Third Party Notices**

1. **CODECS:** WITH RESPECT TO THE G.729 AND H.264 CODECS, YOU ACKNOWLEDGE AND AGREE YOU ARE RESPONSIBLE FOR ANY AND ALL RELATED FEES AND/OR ROYALTIES, IF ANY. IT IS YOUR RESPONSIBILITY TO CHECK.

THE G.729 CODEC IS LICENSED BY SIPRO LAB TELECOM INC. SEE WWW.SIPRO.COM/CONTACT.HTML.

THE H.264 (AVC) CODEC IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO: (I) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (II) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION FOR THE H.264 (AVC) CODEC MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

SCHEDULE 2 LICENSE TO END USER AND PASS THRU REQUIREMENTS

1. Each distribution of a Licensee's application that has been created using this SDK (including Client Libraries, Sample Application Code and Permitted Modifications) to an end user shall be pursuant to Licensee's current end user license agreement ("Licensee EULA") which must (a) acknowledge that the Licensee EULA is concluded between Licensee and the end user only, and not with Avaya; (b) acknowledge that Licensee is solely responsible for the Licensee's application and any content thereof, including any and all maintenance and support (as specified in the Licensee EULA, or as required under applicable law), warranties (whether express or implied by law), product claims (including, but not limited to, claims of product liability, failure to conform with applicable laws and consumer protection law violations), intellectual property infringement claims (including, but not limited to, investigation, defense, settlement and discharge of any such claims), and legal and regulatory compliance (including, but not limited to, all applicable import and export laws of any country in which end users may access the Licensee's application and the Avaya product or services that will run the Licensee's application); (c) state the Licensee's name and address, and the contact information (telephone number; e-mail address) to which any end user questions, complaints or claims with respect to the Licensee's application should be directed; (d) include, and may not be inconsistent with, the terms and conditions for a disclaimer of support and warranties and a limitation of liability for Avaya substantially conforming to the pertinent text in Exhibit A, End User Flow Down Terms, and (e) otherwise comply with all applicable laws in all countries in which end users may access the Avaya product or services.
2. **Third Party Beneficiary.** In addition, Licensee and the end user must acknowledge and agree in the Licensee EULA for each Licensee application that Avaya, and Avaya's Affiliates, are third party beneficiaries of the Licensee EULA, and that, upon the end user's acceptance of the terms and conditions of the Licensee EULA, Avaya will have the right (and will be deemed to have accepted the right) to enforce the Licensee EULA against the end user as a third party beneficiary thereof. The acknowledgment and agreement required in this sub-section 3 shall substantially conform with, and may not be inconsistent with, the pertinent terms and conditions for a third party beneficiary text in Exhibit A attached hereto.
3. **Privacy Policy and Compliance.** Licensee is solely responsible for ensuring that Licensee's application or service complies, with all applicable privacy laws and regulations, including but not limited to any notice or consent requirements, in all countries in which end users may use, purchase or access the Licensee's application, Avaya product or services, especially if there is any form of user or device data collection, or image, picture or voice capture or recording (collectively "Recordings"), and any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with a Licensee's application. Each distribution of Licensee's application to an end user shall be pursuant to Licensee's current privacy policy governing the application ("Licensee Privacy Policy"). Licensee hereby agrees to maintain, and strictly comply with the terms of its Licensee Privacy Policy and provide clear and complete information to end users regarding the collection, and disclosure of any user or device data in compliance with applicable law.
4. Licensee acknowledges Avaya included statements in the SDK to enable the collection of data by Google Analytics. The data collected is usage data and information of types of errors encountered by the SDK for the purpose of determining what features are used the most and the types of configurations and capacities involved ("Aggregated Data"). By default these statements are turned off in the SDK. Should Licensee utilize these statements or create new statements to allow Licensee to collect data, Licensee shall include item 1(e) in Exhibit A: End User Flow Down Terms with the applicable url to the Licensee's Data Privacy Policy. Should Licensee utilize the statements, Licensee acknowledges Licensee will create and provide an opt-in interface that allows the end user to turn on and off the Aggregated Data collection. If Licensee turns on statements allowing Avaya to collect Aggregated Data, Licensee will contact Avaya for the applicable Data Privacy Policy. Licensee also

agrees and acknowledges Avaya has the right to collect Aggregated Data from Licensee's application created using the SDK. Avaya shall own exclusive rights, including without limitation all intellectual property rights, in and to the Aggregated Data subject to compliance with applicable laws.

5. Licensee agrees and shall provide to Licensee's end user the "Breeze Client SDK Offer Definition" see: http://www.devconnectprogram.com/site/global/products_resources/avaya_client_sdk/licensing (or such successor site as designated by Avaya) which describes the end user's responsibility to purchase run time licenses from Avaya to enable the use of Licensee's application created using the SDK; and the applicable information for the named user licenses, server licenses, and/or agent licenses.

6. Licensee agrees and shall provide to Licensee's end user the following notice:

CODECS: WITH RESPECT TO THE G.729 AND H.264 CODECS, YOU ACKNOWLEDGE AND AGREE YOU ARE RESPONSIBLE FOR ANY AND ALL RELATED FEES AND/OR ROYALTIES, IF ANY. IT IS YOUR RESPONSIBILITY TO CHECK.

THE G.729 CODEC IS LICENSED BY SIPRO LAB TELECOM INC. SEE WWW.SIPRO.COM/CONTACT.HTML.

THE H.264 (AVC) CODEC IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO: (I) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (II) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION FOR THE H.264 (AVC) CODEC MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

EXHIBIT A

END USER FLOW DOWN TERMS

The meanings of capitalized terms used but not defined herein are as defined in the Agreement. Additional defined terms may be set forth herein

1. Any Licensee EULA between Licensee and its end users regarding the end user's use of the Licensee's application shall include language covering the following:

a. **NO MAINTENANCE AND SUPPORT BY AVAYA.** Avaya shall have no obligation to perform any warranty services, technical support, or other services with respect to the software. Licensee shall provide repair and replacement of, and perform all other obligations in respect of, defective software to you without any involvement or obligation by Avaya.

b. **NO WARRANTY BY AVAYA.** AVAYA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WHATSOEVER AND HAS NO WARRANTY OBLIGATIONS WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, OR THIS EULA. AVAYA EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. AVAYA FURTHER SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PARTY ARISING FROM OR RELATED IN ANY MANNER TO THE SOFTWARE AND DOCUMENTATION, INCLUDING WITHOUT LIMITATION PRODUCT PERFORMANCE, COMPATIBILITY OR SUITABILITY. THE ONLY WARRANTIES PROVIDED WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION SHALL BE THOSE PROVIDED DIRECTLY FROM DEVELOPER.

c. **THIRD PARTY BENEFICIARY.** You acknowledge and agree that Avaya, and Avaya's affiliates, are third party beneficiaries of this EULA and that, upon your acceptance of the terms and conditions of the EULA, Avaya will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.

d. End User acknowledges that the software is subject to the end user making payment for licenses ("Run Time Licenses") see:

http://www.devconnectprogram.com/site/global/products_resources/avaya_client_sdk/licensing

(or such successor site as designated by Avaya).

e. The software may rely on a third party analytics service to collect and generate aggregated end user data which is used to improve product performance and its functionality. Please refer to the following website for more information: <http://www.google.com/privacy.html> (or such successor site as designated by Google) and [http://\[Licensee's Data Privacy Policy website\]](http://[Licensee's Data Privacy Policy website]) (or such successor site as designated by Licensee). By accepting these Software License Terms and continued use of the software, service, or subscription end user consents to the use of such an analytics service to analyze such data.