

MAVENIR SYSTEMS END USER LICENCE AGREEMENT

This End User Licence AGREEMENT (“EULA”) sets out the terms and conditions which govern the use of the Mavenir Systems Software. By installing or using the Software, you accept the terms and conditions set out in this EULA. If you do not wish to be bound by the terms and conditions of this EULA, you must cease use of the Software.

1. Definitions

For the purposes of this EULA, the following terms shall have the following meaning:

- 1.1 **Mavenir Systems** means the Mavenir Systems entity supplying the Software to you.
- 1.2 **Commencement Date** means the earlier of the date that: (a) you accept the terms and conditions set out in this EULA; or (b) you install or use the Software.
- 1.3 **Documentation** shall mean the user manual(s) related to the Software enabling a user to operate the functions of such Software.
- 1.4 **Framework Agreement** means the Framework Agreement for the Supply of Software, Hardware and Related Services between the Parties to which this EULA is attached
- 1.5 **Intellectual Property** means all intellectual property of any description including but not limited to patents, copyrights, trade marks, design rights (registered or unregistered), database rights and rights in respect of confidential information, and including (where applicable) applications for, and the right to apply for, any of the foregoing.
- 1.6 **Object Code** shall mean computer programming code which is directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.
- 1.7 **Party** shall mean either you or Mavenir Systems; and “**Parties**” shall mean both you and Mavenir Systems.
- 1.8 **Software** shall mean the software programs in Object Code format as provided or made available to you, directly or indirectly, by Mavenir Systems, including any updates or upgrades to such software programs as may be provided or made available to you from time to time.

2. Licence Grant

- 2.1 Mavenir Systems hereby grants to you, and you hereby accept, subject to the provisions of this EULA, a non-exclusive licence to use the Software and the Documentation for the purposes set out in Clause 5.1 of the Framework Agreement.
- 2.2 Except to the extent, and only to the extent, permitted by applicable mandatory law and/or the terms of the Framework Agreement, you agree:
 - a) not to copy the Software (other than for normal system operation or to make a reasonable number of back-up copies);
 - b) not to translate, adapt, vary, or modify the Software;
 - c) not to disassemble, decompile or reverse engineer the Software;
 - d) to maintain accurate and up-to-date records of the number and location of and, if applicable, the volume of traffic passing through, all installations of the Software and to provide such information to Mavenir Systems on request from time to time;
 - e) to install, or permit the installation of, any update promptly upon receipt, or release, of any such update;
 - f) to reproduce and include the copyright notice of Mavenir Systems and/or any relevant third parties, on all and any copies, whether in whole or in part, in any form, including partial copies of the Software and/or Documentation; and
 - g) to use the Software in accordance with all applicable laws, rules and regulations, including without limitation any relevant export laws and regulations (including those of the United States of America).
- 2.3 You agree not to provide, disclose, or otherwise make available the Software (or any part thereof) to any person except as may be permitted by, and in accordance with, the express provisions of this EULA and/or the Framework Agreement. You shall ensure that any person to whom you provide access to the Software, complies with the provisions of this EULA.
- 2.4 No licences are granted to the Software or the Documentation other than those expressly set out in this EULA and/or the Framework Agreement.

3. Documentation

- 3.1 All Documentation is provided in the English language. You are not permitted to copy, edit, modify, adapt, translate, reproduce, distribute or otherwise disclose the Documentation (or any part thereof) without Mavenir Systems’ prior written consent.

4. Intellectual Property

- 4.1 You acknowledge that any and all of the copyright, trademarks and other Intellectual Property rights subsisting in or used in connection with the Software and the Documentation are and shall remain the property of Mavenir Systems and/or Mavenir Systems' licensors.
- 4.2 Mavenir Systems may forthwith terminate this EULA (and all licences granted hereunder) by giving written notice you if you commence legal proceedings, or assist any third party to commence legal proceedings, to challenge the validity of the Intellectual Property rights belonging to Mavenir Systems or its licensors.
- 4.3 You shall not during or after the expiry or termination of this EULA, without the prior written consent of Mavenir Systems, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by Mavenir Systems or its licensors.

5. Warranty

- 5.1 You acknowledge that software in general is not error-free and agree that the existence of such errors shall not constitute a breach of this EULA.
- 5.2 In the event that you discover a material error which substantially affects your use of the Software and you notify Mavenir Systems of such material error within sixty (60) calendar days of the Commencement Date, Mavenir Systems shall at its sole option either refund the fees paid by you in respect of the affected Software or use all reasonable endeavours to correct, by patch or new release (at its option), that part of the Software which does not so comply.
- 5.3 You acknowledge that you are aware that additional maintenance & support services can be purchased from Mavenir Systems.
- 5.4 Mavenir Systems' obligations under clause 5.2 are excluded in the following circumstances:
 - a) following wilful damage to the Software or negligence in its use;
 - b) where the Software has not been used and maintained in accordance with the Documentation and any instructions or recommendations given by Mavenir Systems;
 - c) where the problem arises from software not supplied by Mavenir Systems;
 - d) where the Software is used on equipment other than the hardware on which it was installed (or such other hardware as approved in writing by Mavenir Systems) and used other than in the correct configuration;
 - e) following any unauthorised use of or modification to the Software other than by Mavenir Systems or with Mavenir Systems' written consent.
- 5.5 Although Mavenir Systems does not warrant that the Software supplied hereunder shall be free from all known viruses, Mavenir Systems does warrant that it has used commercially reasonable efforts to check for the most commonly known viruses prior to distribution.
- 5.6 Where a defect in the Software is found upon investigation not to be Mavenir Systems' responsibility, Mavenir Systems reserves the right to charge you on a time and materials basis at Mavenir Systems' then current rates for all time, costs and expenses incurred by Mavenir Systems in consequence of such investigation.
- 5.7 **THE EXPRESS UNDERTAKINGS AND WARRANTIES GIVEN BY MAVENIR SYSTEMS IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR IN ANY OTHER WAY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF THESE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, MAVENIR SYSTEMS GIVES NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THAT ERRORS AND/OR DEFECTS CAN OR WILL BE CORRECTED.**

6. Confidential Information

- 6.1 All information, data, drawings, specifications, documentation, software listings, source or object code which Mavenir Systems may have imparted and may from time to time impart to you relating to the Software is proprietary and confidential. You hereby agree that you shall use the same solely in accordance with the provisions of this EULA and that you shall not at any time during or after expiry or termination of this EULA, disclose the same, whether directly or indirectly, to any third-party without Mavenir Systems' prior written consent.
- 6.2 The results of any benchmark tests of the Software shall be treated as Mavenir Systems' confidential Information.
- 6.3 The foregoing provisions shall not prevent the disclosure or use by you of any information which is or hereafter, through no fault of yours, becomes public knowledge or to the extent permitted by law.

7. Liability

- 7.1 The cumulative maximum liability of Mavenir Systems to you under or in connection with this EULA (together with any Agreement to which this EULA forms a part), irrespective of the basis of claim, shall be limited in accordance with the provisions of this Clause 7.
- 7.2 Mavenir Systems does not seek to exclude or limit liability where such exclusion or limitation is precluded by applicable law including without limitation, liability in respect of: (a) death or personal injury resulting from a Party's negligence; or (b) fraud.
- 7.3 Without prejudice to Clause 7.2 but subject to the provisions of the rest of this Clause 7 the cumulative liability of Mavenir Systems in respect of all claims made in respect of or in connection with this EULA (together with any Agreement to which this EULA forms a part), including claims arising in contract, tort (including without limitation, negligence), breach of statutory duty or arising in any other way out of the subject matter of this EULA, shall not exceed a sum equal to the sum actually paid by you for the Software in the previous 12 months.
- 7.4 Without prejudice to Clause 7.2, Mavenir Systems shall not be liable for (a) any type of special, indirect or consequential loss; nor (b) for any loss of profit or anticipated saving, lost, incorrect or spoiled data, loss of use, loss of contracts with third parties, loss of business or loss of goodwill; even if such loss was reasonably foreseeable or Mavenir Systems had been advised of the possibility of the same arising.

8. Termination

- 8.1 Either Party may terminate this EULA at any time by notice in writing to the other Party ("Other Party"), such notice to take effect as specified in the notice:
 - a) if the Other Party is in material breach of this EULA and, in the case of a breach capable of remedy within sixty (60) calendar days, the breach is not remedied within sixty (60) calendar days of the Other Party receiving notice specifying the breach and requiring its remedy; or
 - b) if: (i) the Other Party becomes insolvent or unable to pay its debts as and when they become due; (ii) an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (iii) a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of the Other Party's assets or business; (iv) the Other Party makes any composition with its creditors; (v) the Other Party ceases to continue its business; or (vi) as a result of debt and/or maladministration the Other Party takes or suffers any similar or analogous action.
- 8.2 The termination of this EULA shall be without prejudice to the rights of the Parties accrued up to the date of such expiry or termination. Upon termination of this EULA for whatever reason, all licences granted to you under this EULA shall automatically and immediately terminate.
- 8.3 Upon termination or expiry of this EULA for any reason other than by you under clause 8.1 you shall return or destroy (as Mavenir Systems shall instruct) no later than fourteen (14) calendar days thereafter, all Software, Documentation, technical information and any other data supplied to you under this EULA (and all and any copies made of the whole or any part of the same) and shall furnish Mavenir Systems with a declaration signed by you, certifying that the same has been done.

9. General

- 9.1 *Status Of EULA.* If any provision of this EULA shall be found by any court or tribunal of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this EULA and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the legal and commercial objectives of the invalid or unenforceable provision.
- 9.2 *Interpretation.* In this EULA: (i) references to clauses, sub-clauses and schedules are to those in this EULA; and (ii) headings are for convenience only and do not affect the construction of this EULA.
- 9.3 *Force Majeure.* Mavenir Systems shall not be under any liability to you or to any other party in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs or industrial disputes; fire, explosion, earthquake, acts of God, flood, drought or bad weather; the unavailability of deliveries, supplies, software, disks or other media or the requisitioning or other act or order by any government department, council or other constituted body.
- 9.4 *No Waiver.* No failure or delay on the part of either Party to exercise any right or remedy under this EULA shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 9.5 *Assignment*
 - a) Subject to Clause 9.5b) below, neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this EULA without the prior written consent of the other Party.
 - b) Either Party may assign or transfer all its rights and obligations under this EULA to any company to which it transfers all or substantially all of its assets or business, PROVIDED that the assignee undertakes to the other Party

to be bound by and perform the obligations of the assignor under this EULA. However a Party shall not have such a right to assign this EULA if it is insolvent or any other circumstance described in Clause 8.1b) applies to it.

- 9.6 *Amendment.* Except as otherwise provided herein, no addition, amendment to or modification of this EULA shall be effective unless it is in writing and signed by and on behalf of both Parties.
- 9.7 *Third Party Rights.* The Parties agree that Mavenir Systems' licensors are direct and intended third party beneficiaries of this Licence and may enforce its provisions directly. Except as expressly provided, nothing in this EULA shall confer or purport to confer on a Third Party any benefit or any right to enforce any term of this EULA.
- 9.8 *Law and Jurisdiction.* The validity, construction and performance of this EULA shall be governed by the laws of England and Wales. Disputes arising out of, or in connection with this EULA shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the Parties hereby submit, except that a Party may seek interim relief in any court of competent jurisdiction.
- 9.9 *Notices*
- a) Any notices to Mavenir Systems shall be sent in writing to its registered address, or such other address as may be notified to you from time to time.
 - b) Any notice to be given to you under this EULA shall be in writing and may be sent by first class mail or air mail, by fax (confirmed by first class mail or air mail), or by e-mail to any address previously provided by you to Mavenir Systems.
 - c) Notices sent as above shall be deemed to have been received three (3) calendar days after the day of posting (in the case of inland first class mail), or seven (7) calendar days after the date of posting (in the case of air mail), or on the next calendar day after transmission in the case of fax or e-mail messages (but only if, in respect of fax messages, a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).