AVAYA GLOBAL SOFTWARE LICENSE TERMS
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Q. High Risk Activities. The Software is not designed, manufactured, or intended for any use in any environment that requires fail-safe performance in which the failure of the Software could lead to death, personal injury, or significant property damage ("High Risk Activities"). Customer assumes the risk for use of the Software in any High-Risk Activities.

R. International Trade Compliance. Each Party agrees to conduct its operations in relation to these Software License Terms in compliance with all International Trade Laws. Each Party shall be responsible for obtaining the necessary authorizations required by international Trade Laws that are applicable to the Party's import, export, reexport, in-country transfer or other foreign trade activity in connection with its performance under these Software License Terms. Each party confirms that they are not engaging in transactions involving comprehensive or selective embargoes, sanctioned countries, and have not been designated as Denied Parties or Restricted Parties under applicable International Trade Laws unless government authorizations have been obtained. The Parties agree to not use any Products obtained under these Software License Terms to engage in activities related to weapons of mass destruction, nuclear proliferation, nuclear, chemical, or biological weaponry, or to permit or facilitate such prohibited uses of Products by a third party.

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U. Third Party Terms. Customer may elect to purchase Third-Party Products and Third-Party Services from Avaya, and, in that case, Customer acknowledges and agrees to be bound by certain Third-Party Terms. In case of a conflict, the Third-Party Terms take precedence over these Software License Terms only for those Third-Party Products and/or Third-Party Services.

V. Miscellaneous. These Software License Terms and any Dispute, including any issue regarding whether a Dispute is subject to arbitration under these Software License Terms, will be governed by New York State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.

In the event of any Dispute, the disputing party shall give the other party written notice of the Dispute. The parties will attempt in good faith to resolve each controversy or claim within thirty (30) days, (or other mutually agreed period), following the delivery of notice, by referral to designated representatives of the parties authorized to negotiate resolution thereof.

Any Dispute that: (i) arose anywhere other than in the United States or is based upon an alleged breach committed anywhere other than in the United States; (ii) cannot be settled under the procedures and within the timeframe set forth above; and (iii) is not based upon non-payment, will be conclusively resolved by a final and binding arbitration proceeding in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the parties or (failing agreement) by an arbitrator appointed by the President of the International Chamber of Commerce, except that if the aggregate claims, cross claims and counterclaims by any one party against the other party exceed One Million US Dollars ($1,000,000.00) at the time all such claims are filed, the proceeding will be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three (3) arbitrator(s) appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language, at a location agreed by the parties or (failing agreement) ordered by the arbitrator(s). The arbitrator(s) will have authority only to award compensatory damages within the scope of the limitations of Section N (Limitation of Liability) and will not award punitive or exemplary damages. The arbitrator(s) will not have the authority to limit, expand or otherwise modify the terms of these Software License Terms. The ruling by the arbitrator(s) will be final and binding on the parties and may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator(s)' fees but will each bear their own attorneys' fees and other costs associated with the arbitration. The parties, their representatives, other participants and the arbitrator(s) will hold the existence, content and results of the arbitration in strict confidence to the fullest extent permitted by law. Any disclosure of the existence, content and results of the arbitration will be as limited and narrowed as required to comply with the applicable law. By way of illustration, if the applicable law mandates the disclosure of the monetary amount of an arbitration award only, the underlying opinion or rationale for that award may not be disclosed.

If a Dispute arises in the United States or is based upon an alleged breach committed in the United States and cannot be settled as indicated in the second paragraph, then either party may bring an action or proceeding solely in either the Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York. 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 these Software License Terms.

Nothing in this Section will preclude Avaya from seeking monetary damages and remedies from any court of competent jurisdiction for monies owing under these Software License Terms or any order. If Avaya chooses to commence legal action in a court of competent jurisdiction for the aforesaid purposes, each party hereby irrevocably (i) waives any objection which it may have to the laying of venue of any legal action brought in such courts or that such legal action has been brought in an inconvenient forum, and (ii) further waives the right to object with respect to such legal action that any such court does not have jurisdiction over such party.

Nothing in these Software License Terms will be construed to preclude either party from seeking provisional remedies, including 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. The parties agree that the arbitration provision in this Section may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order.

Except for actions for non-payment or breach of Avaya's proprietary rights, actions on Disputes between the parties must be brought in accordance with this Section within 2 years after the cause of action arises.

The parties will cause their Affiliates to comply with the dispute resolution procedures described in this Section.

If any provision of these Software License Terms is determined to be unenforceable or invalid, these Software License Terms will not be rendered

unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure to assert any rights under the Software License Terms, including, but not limited to, the right to terminate in the event of breach or default, will not be deemed to constitute a waiver of the right to enforce each and every provision of the Software License Terms in accordance with their terms. If End User moves any Software, and as a result of such move, a jurisdiction imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Software), then End User is solely liable for, and agree to pay, any such duty, taxes, levy or other fees.

W. Agreement in English. The parties confirm that it is their wish that these Software License Terms, 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 anglais.

EXHIBIT A-Definitions

Defined terms are identified by capitalized letters and have the meaning given in this Exhibit or elsewhere in these Software License Terms. This Exhibit A is incorporated into and part of the Software License Terms.

- "**Affiliate**" means any entity that is directly or indirectly controlling, controlled by, or under common control with Avaya Inc. or End User. For purposes of this definition, "control" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
- **"Avaya"** means Avaya Inc. or the applicable Avaya Affiliate.
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- **"Dispute"** means any dispute arising out of or relating to these Software License Terms.
- "**Documentation**" means information published in varying media which may include product information, subscription or service descriptions, operating instructions and performance specifications that are generally made available to users of products. Documentation does not include marketing materials.
- **"EAR"** means Export Administration Regulations.
- **"End User"** means the entity or person authorized to act on behalf of an entity that downloads or uses the Software or authorizes other to do so.
- **"High Risk Activities"** mean any environment that requires fail- safe performance in which the failure of the Software could lead to death, personal injury or significant property damage.
- **"International Trade Laws"** means US and all other applicable import, export, re-export, in-country transfer, and other foreign trade control statutes, laws, regulations, enactments, directives, and ordinances of any governmental authority with appropriate jurisdiction over such International Trade Laws.
- **"License Portability Policy"** means Avaya's then-current software license portability policy located at https://support.avaya.com/support/en/helpcenter/GenericDetail/C20092231426297950 43 or such successor site as designated by Avaya
- **"OSS"** means Open-Source Software.
- **"Personal Data"** means data that identifies or may be used to identify an individual.
- **"RTUs"** means the rights granted to use the Software.
- "**Software**" means computer programs in object code, provided by Avaya or an Avaya Channel Partner, including software pre- installed on hardware, and any upgrades, updates, patches, bug fixes, or modified versions thereto.
- **"Third Party Components"** mean: (i) third-party software licensed to you under their own license terms set out at http://support.avaya.com/Copyright; and/or (ii) OSS not owned by Avaya that is subject to separate license terms as set out at: http//support.avaya.com/Copyright.
- **"Third Party Products"** means any product made or provided by a party other than Avaya, including: (i) products ordered by customer from third parties; (ii) products provided by Avaya that are recognizable as standalone items, and; (iii) products identified as separate items on Avaya's price list, quotes, order specification forms or documentation.
- **"Third Party Services"** means any non-Avaya branded service provided under your agreement with Avaya or an Avaya partner.
- **"Third Party Terms"** mean additional terms and conditions in effect as of the date of an order that apply to Third Party Products and Third-Party Services and are located at https://support.avaya.com/copyright or its successor site under the applicable product or service name.