

CallQX, LLC.
6515 Shiloh Rd STE 400
Alpharetta, GA 30005

End User License Agreement (EULA)

The End User License Agreement (EULA) (“Agreement”) by and between (“Client”), and CallQX, Inc, a Georgia company (“CallQX”), and shall constitute the material terms of agreement with respect to CallQX’s music and messaging service (the “Service”).

For good and valuable consideration, Client and CallQX hereby agree as follows:

1. **Service:** CallQX grants Client a revocable, non-exclusive, non-transferable, limited license to use the CallQX Service solely for client’s own purposes strictly in accordance with the terms of this Agreement. The Service is comprised of music and messaging delivered to Client’s telecom platforms over a network. The Service may or may not include licensed music curated by CallQX or as selected by Client from CallQX’s then-currently licensable catalog (“Playlist”). The Service will allow persons in Client’s “on-hold cue” (each a “Caller”) to listen to the Playlist during each Caller’s individual hold period (“Hold Period”). Callers may also be offered additional control over the playlist, including but not limited to selecting genre, skipping songs, and the like (subject to availability). CallQX reserves the right to adjust each Playlist, at any time, for any reason (including but not limited to relating to underlying rights or caller feedback) in coordination with the Client.
2. **Term:** The Service Term will be 12 months, automatically renewing for successive 12-month periods unless terminated by either party with 60 days advance written notice to the other party. The initial period and any subsequent periods shall be referred to as the “Term” hereunder.
3. **Fees:** The Service and Fees are identified and agreed up in Schedule A of this Agreement. Any expansion of the Service (i.e., with respect to additional features, number of concurrent calls (ports), or total call volume) shall be prospectively charged by CallQX at a rate to be mutually agreed by the parties.
4. **Restrictions:** Client shall not attempt to or actually alter the Service, any of the Playlists or the master recordings or compositions (collectively “Songs”) embodied therein, and shall under no circumstances make reproductions of the Songs, the Playlists or any intellectual property embodied in the Songs or the Playlist (“Unauthorized Copying”), which shall constitute a breach of this agreement and may constitute an act of copyright infringement against the rightsholders of the Songs.
5. **Representations and Warranties:** Each party hereby represents and warrants that: (a) such party is not under any disability, restriction or prohibition, either contractual or otherwise, and such party has full power and authority to execute this agreement and to fully perform the terms and conditions hereof, (b) such party is validly existing and in good standing under the laws of the place of its establishment or incorporation; (c) the person signing this Agreement on such party’s behalf has been duly authorized and empowered to enter into this Agreement; (d) this Agreement is binding and enforceable against such party in accordance herewith; and (e) such party shall adhere to local, state, and federal laws in performance of its duties hereunder. CallQX represents and warrants that it has all rights necessary to grant Client the right to use the Service and Songs located thereon as set forth in this Agreement. In addition, CallQX represents and warrants that the Service does not and will not infringe upon or violate any applicable patent, copyright, trade secret or other proprietary right of any third party except that, always subject to the terms of Section 7 below (whereby modification or reproduction of the Service or the Songs therein by Client is expressly prohibited), the foregoing representation and warranty shall not apply to any modification of the Service or Songs located thereon made by Client or any unforeseen or unreasonable combination, operation or other use of the Service or Songs located thereon by Client where such modification, combination, operation or other use resulted in the infringement or violation. This Section 5 shall survive the expiration or termination of this Agreement.

6. **Confidentiality:** Each party agrees to maintain the confidentiality of all Confidential Information of the other party hereto. "Confidential Information" includes all information disclosed by one party hereto (the "Discloser") to the other (the "Receiver") concerning or related to this Agreement or the Discloser that the Receiver knows or should know, given the facts and circumstances surrounding disclosure, is or should be considered confidential information. Confidential Information includes, without limitation, the components of business plans, financial records, know-how, intellectual property, strategies, trade secrets, and the terms hereof. Receiver will maintain in confidence, during the term of this Agreement and thereafter, Confidential Information of Discloser, and will not use such Confidential Information except as expressly permitted hereunder. Receiver will use the same degree of care in protecting Discloser's Confidential Information as Receiver uses to protect its own confidential information from unauthorized use or disclosure (in no event less than reasonable care). Receiver will not reproduce Confidential Information, in any form, except as required to accomplish Receiver's obligations hereunder. Receiver will only disclose Confidential Information disclosed by Discloser to its auditors, legal counsel, directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties. Receiver acknowledges that unauthorized disclosure of Confidential Information will result in irreparable injury, which injury could not be adequately compensated by the payment of money damages. Accordingly, Discloser shall be entitled to injunctive relief against any breach by Receiver of the confidentiality obligations hereunder. This Section 6 shall survive the expiration or termination of this Agreement.
7. **Scope of License to Service:** Client's right to access the Service is a limited, non-transferable, revocable license to use the Services for the purposes specified herein during the Term only. This license does not allow the Client to distribute or make the Service available to any third party, or over any network except as specified herein. Client may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Service or the Songs located thereon, or any part thereof. Any attempt to act in violation of this paragraph is a violation of the rights of Client and may result in immediate termination of Client's license to use the Service, with no further performance or repayment required by CallQX whatsoever, and may subject Client to further liability to CallQX or its licensees. CallQX has the right, but not the obligation, to suspend or revoke Client's access to the Service if CallQX believes in good faith that Client has violated or acted inconsistently with the letter or spirit of this Agreement or violated CallQX's rights or those of another party.
8. **Disclaimer:** Except as expressly set forth herein, CallQX makes no warranties, express or implied, with respect to the Service and CallQX expressly disclaims the implied warranties of merchantability and/or fitness for a particular purpose and related implied warranties arising from course of dealing or performance with respect to the Service. Except with respect to losses for which indemnity is provided under this Agreement, to the extent permitted by law, neither Client nor CallQX shall be liable to the other for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business opportunity, business interruption, loss of business information, and the like) arising out of this Agreement, any interruption in the Service, or the like. Client agrees not to rely on the Service, information on the Service, or continuation of the Service. The Service is provided "as is" and on an "as available" basis.
9. **Waiver of Liability:** Subject to Section 12, CallQX is not liable, and Client agrees not to hold CallQX responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to: (i) Client's use of or inability to use the Service;(ii) actions, disruptions, suspensions or delays caused in part by a third party ; (iii)[reserved];(iv) temporary glitches, bugs, errors, or inaccuracies of any kind in the Service; (v) damage to hardware from use of the Service caused in part by a third party; (vi) the content, actions, or inactions of third parties' use of the Service; or (vii) a good faith suspension or action taken with respect to Client's account. To the maximum extent permitted by law, neither party shall be liable for consequential, incidental, indirect, special, punitive or other damages (including without limitation lost profits, business interruption or loss of business information) arising out of this agreement or the use of or inability to use the Services, even if advised of the possibility of such damages. Except for amounts owed under section 3, the total liability of each party for direct damages arising from or related to this agreement shall not exceed three times the fees owed by Client under this agreement. Except for amounts owed under section 3, the total liability of each party for direct damages arising from or relating to any proprietary rights of the other or third parties; or (c) indemnification obligations under Section 12.

10. **Ownership and Reservation of Rights:** As between the parties, CallQX owns all right, title and interest in and to the Service (including any modifications to and derivative works of the Service), and any and all Intellectual Property Rights (as defined below) embodied in or related to the Service. For the purpose of this Agreement, "Intellectual Property Rights" means any or all of the following and all rights in, arising out of, or associated therewith: (a) all United States and foreign patents and utility models including, but not limited to, all registrations and applications therefore and all reissues, re-examinations, corrections, renewals, extensions, continuations and continuations—in—part thereof; (b) all trade secrets and other rights in know-how and confidential or proprietary information throughout the world; (c) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all rights in domain names and applications and registrations therefor; (f) all trade names, trade dress, logos or corporate designations, service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; (g) any information gleaned from Callers by way of their interaction with the Service and (h) any similar rights to the foregoing in the world.
11. **Miscellaneous:** The parties are acting hereunder as independent contractors. This Agreement shall be governed by the laws of the state of Georgia and the parties hereto expressly consent to venue in the state and federal courts located in San Francisco, Georgia. In the event of a dispute hereunder, the prevailing party will be entitled to reimbursement for all out-of-pocket costs and reasonable attorneys' fees. If any provision of this Agreement is found by a court to be unenforceable, such provision shall be considered severed from this Agreement and the remaining provisions hereof shall remain in full force and effect. This Agreement was drafted jointly by the parties and there is no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of this Agreement. Each party hereto warrants and represents that they have had the opportunity to have an independent attorney review this Agreement on their behalf, and have had the contents hereof explained to such party by such attorney, or such party has knowingly and voluntarily waived such right. The failure of any party to enforce any provision hereof in any one instance shall not be construed as a waiver or limitation of such party's right to subsequently enforce such provision in the future. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Each of the parties hereto agrees that a photographic, electronic or facsimile copy of the signature evidencing a party's execution of this Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated by either party except by written instrument signed by both parties.
12. **Indemnity:** CallQX and Client will each defend, indemnify, protect and hold harmless the other and its employees and agents from and against any and all third party claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, suits that are reduced to an adverse judgment in a court of competent jurisdiction, or any settlement with the indemnifying party's consent, deemed granted for amounts less than \$10,000, (collectively, "Claims") to the extent that such Claims arise from, are related to, or in connection with the indemnifying party's breach of its warranties and representations in Section 5 of this Agreement. An indemnified party will reasonably cooperate in the defense of such Claims at the indemnifying party's sole expense, and may appear, at its own expense, through counsel of its own choice.

SUPPORT POLICY

To receive support on any of the CallQX product lines, please follow the instructions detailed below:

Email: support@callqx.com

Support Line: 770-777-5105

Emergency On-Call Support: 770-689-1950

Level 3 - General Platform Issue:

- Email
 - Describe the issue with as much detail as possible.
 - This will generate an internal ticket and alert the support team.
 - A CallQX team member will get back to you within 1 business day.

Level 2 – Service Degradation:

- Email
 - Include “Degraded Service” in the subject line.
 - Describe the issue with as much detail as possible.
 - This will generate an internal ticket and alert the support team.
 - A CallQX team member will get back to you within 2 hours.
- Phone
 - Call the support line.
 - If no-one is available to immediately answer, leave a message detailing the service degradation.

Level 1 – Business Critical:

- Email
 - Include “Business Critical” in the subject line.
 - Describe the issue with as much detail as possible.
 - This will generate an internal ticket and alert the support team.
 - A CallQX team member will get back to you within 1 hour.
- Phone
 - Call the support line.
 - If no-one is available to immediately answer, leave a message detailing the service degradation.
 - Call the on-call emergency support line which will ring multiple team members cell phones.