

## END USER LICENSE AGREEMENT (EULA)

This License Agreement (“Agreement”) is entered into by and between SIP PRINT, Inc., a California limited liability company (“SIP PRINT”) and you (“Licensee”) and shall be effective as of the date you first access, run or use the SIP PRINT™ device you purchased and the Software included therein (the “Effective Date”).

BY INSTALLING, ACCESSING, UNPACKAGING, STORING FOR MORE THAN 90 DAYS OR OTHERWISE USING THE SIP PRINT™ DEVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHTS TO INSTALL, ACCESS OR OTHERWISE USE THE SIP PRINT™ DEVICE AND SHOULD NOT INSTALL, ACCESS OR USE THE SIP PRINT™ DEVICE AND THE SOFTWARE INCLUDED THEREIN.

### RECITALS

- A. SIP PRINT has developed hardware devices and software for voice recording, communication analysis, data collection and data analysis including EXPRESS, SMB, SME, CALL ACCOUNTING, SIP CARE and CALEA.
- B. Licensee has purchased an SIP PRINT™ device that includes certain Software.
- C. Licensee will be using the SIP PRINT™ device and Software for voice recording, communication analysis and management, data collection, and data analysis and management.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

### 1. DEFINITIONS

- 1.1 “Documentation” means the manuals, help files, help web pages and the like that are provided with the SIP PRINT™ device in hard copy and/or as computer files.
- 1.2 “Software” means the executable code, object code, application programs, applets, data files and the like provided by SIP PRINT in the SIP PRINT™ device, on a storage medium and/or via a server, excluding Third Party Software.
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### 2. GRANT

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### 3. SUPPORT

- 3.1 SIP PRINT will provide support to Licensee via designated support personnel who will be accessible both by telephone (866) 655-3555, option #1 and email [support@sipprint.com](mailto:support@sipprint.com).
- 3.2 SIP PRINT will provide support during the hours of 9:00 a.m. and 5:00 p.m. Pacific time, Monday through Friday.

#### **4. TERM; TERMINATION**

- 4.1 Term. The term of this Agreement ("Term") and the licenses granted Licensee hereunder shall commence on the Effective Date and shall continue to the earlier of the last use the SIP PRINT™ device and Software by Licensee.
- 4.2 Termination Effect. The rights and obligations of Licensee and SIP PRINT in Sections 2, 5, 6, 7 and 8 shall survive termination of this Agreement.
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#### **7. WARRANTY EXCLUSION --- NO WARRANTY**

- 7.1 SIP PRINT MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE SIP PRINT™ DEVICE AND SOFTWARE.
- 7.2 SIP PRINT DOES NOT WARRANT THAT THE OPERATION OF THE SIP PRINT™ AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
- 7.3 THE SOFTWARE IS LICENSED "AS IS" AND "WITH ALL FAULTS" AND LICENSEE AGREES TO BEAR ALL RISK RELATED TO THE USE OF THE SIP PRINT™ DEVICE SOFTWARE AND DOCUMENTATION.
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- 7.6 NO PRIOR "ORAL" AGREEMENT VIA SALES PERSON OR VIA DEMONSTRATIONS OR ANY "OTHER" AGREEMENT BY ANY EMPLOYEE OF SIP PRINT INC. SHALL SUPERCEDE THIS DOCUMENT.

## **8. DISCLAIMER OF LIABILITY**

- 8.1 SIP PRINT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE SIP PRINT™ DEVICE AND SOFTWARE INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, ARISING FROM LOSS OF DATA, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, AND CLAIMS AGAINST LICENSEE BY ANY THIRD PERSON, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2 SIP PRINT SHALL HAVE NO LIABILITY RELATED TO THE LICENSEE'S USE OF THIRD PARTY SOFTWARE. IN NO EVENT SHALL THIRD PARTY SOFTWARE BE DEEMED PART OF THE SOFTWARE.

## **9. GENERAL**

- 9.1 Governing Law. The laws of the State of California shall govern the validity, enforcement and performance of this Agreement.
- 9.2 Jurisdiction; Venue. The parties expressly stipulate that all litigation under this Agreement shall be brought in state or federal courts in the State of California.
- 9.3 Severability. In the event that any of the provisions of this Agreement are held to be unenforceable, such unenforceability shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable provisions had never been contained herein.
- 9.4 Assignment. Licensee may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise. Any attempt to assign this Agreement shall be null and void.
- 9.5 Nonwaiver. The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.
- 9.6 No Agency. This is a license agreement. No agency, partnership, joint venture or other joint relationship is created hereby. Neither party hereto nor its agents has any authority to bind the other in any respect whatsoever.
- 9.7 Attorneys Fees. In any litigation or arbitration between the parties, the prevailing party shall be entitled to reasonable attorney fees and costs of proceedings incurred in enforcing this Agreement.
- 9.8 Entire Agreement. This Agreement supersedes all proposals, oral or written, all negotiations, conversations or discussions between the parties relating to this Agreement and all past course of dealing and industry custom.

### **Questions concerning this Agreement should be directed to:**

SIP PRINT GROUP, Inc.

5847 E. Rocking Horse Way #10

Orange, CA 92829

Phone: (866) 655-3555, option#1

Email: support@sipprint.com

www.sipprint.com