VCLOUD PLATFORM SUPPORT AGREEMENT

BY MANUAL SIGNING OR USING A CLICK ACCEPTANCE BUTTON, YOU CERTIFY THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT DRAWN UP IN ENGLISH, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALL INFORMATION SUBMITTED BY YOU IN THIS AGREEMENT IS COMPLETE, TRUE, ACCURATE, AND NOT MISLEADING AND IF YOU ARE SUBMITTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION YOU ARE DULY AUTHORIZED TO BIND THE ORGANIZATION TO THESE TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT IS MADE BY AND BETWEEN VIDA NETWORK INC. ("VIDA NETWORK") WITH AN ADDRESS OF 31 DEBRA DR. DAYTON, NJ, USA AND THE PERSON OR ENTITY LISTED AS CUSTOMER IN THE ORDER FORM ("CUSTOMER or COMPANY"). THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH CUSTOMER ACCEPTS THIS AGREEMENT VIA CLICK ACCEPT, ELECTRONIC SIGNATURE, OR MANUAL SIGNATURE ("EFFECTIVE DATE").

Version June 5, 2016

1. Definitions.

1.1 "Support Level" means the L1, L2, L3, or L4 Support and any future Levels of Support offered by Vida Network under this Agreement.

1.2 "Included Systems" or **"Included Servers"** means the number of VCLOUD PLATFORM (By Serial Number) for which Vida Network will provide Support Services for each Support Level. The number of Included Servers varies by the Support Level, as designated in the Table of Entitlements.

1.3 "Included Cases" or "Included Incidents" means the number of cases that the Support Level includes as part of the Supported Services provided by Vida Network to Company.

1.4 "Incidents" or "Cases" mean a single problem, technical question, or issue about the Supported Product that the Company identifies to Vida Network via a phone call to the Vida Network Technical Support at +1 732 438 0881 or web report sent to the Vida Network Support Center at support.vidanetwork.net, and for which the Company desires assistance from Vida Network. Each Incident may involve a number of phone calls, emails, web responses or other interactions with Company as required bringing about an acceptable resolution or determination. The number of included Incidents is defined by Support Level in the Table of Entitlements. Incidents or Cases which have not been used by Company at the end of a Term will not be rolled over for use in the next Term, nor shall Incidents or Cases which have not been used by Company upon the termination or expiration of this Agreement be refunded or credited to Company.

1.5 "Additional Systems" means the number of Servers that the Company wishes to be covered by this Support Agreement beyond the number of Included Servers normally supported by a given Support Level. Not all Support Levels include the ability to add Additional Systems.

1.6 "Additional System Price" means the price for each Additional System.

1.7 **"Named Contact"** means the certain technical contact person or persons who are identified by the Company by name and who may contact Vida Network for initiating Incidents under this Agreement. Named Contacts are also allowed access to the full case history, and are copied on all case-related correspondence. Company may change the Named Contact with commercially reasonable advance prior written notice to Vida Network through the customer portal. The Named Contact shall receive notifications of updates, releases, status of open support cases, and other notifications under this Agreement.

1.8 **"Supported Software"** means the "Core" modules of Certified vCloud Platform and the current major version VCLOUD PLATFORM LTS releases and associated Documentation, Updates, and Upgrades to the Supported Software all in the form in which they were made available by Vida Network.

1.9 **"Third Party Software"** means software modules, software libraries that offered by third parties other than Vida Network, but are built into, packaged up or interconnected with vCloud platform. Examples are: Linux, MySQL, Apache, SIP entities/devices, Asterisk, Kamailio, Google/Alibaba voice engines and etc. Third Party Software may be supported as case-by-case projects, but not included in this agreement.

1.10 **"Support Services"** means collectively **Technical Assistance** and Remote Trouble Shooting. Support Services do not include support for **Supported Software** that has been modified, on-site support, system design, system architecture, system implementation, network design or architecture, nor configuring systems for clustering, redundancy or backup. Support Services do not include Engineering Support either.

1.11 **"Technical Assistance"** means providing assistance or answering questions related to installation, configuration, and basic troubleshooting of the Supported Software. Technical Assistance does not include **Engineering Support**. Technical Assistance does not include network trouble shooting; call trace/analysis, or any analysis of compatibility issues. **Technical Assistance does not include configuring or assisting in the setup of the Supported Software to perform calls, such as, to emergency services (e.g. 911).**

1.12 **"Engineering Support"** includes advanced troubleshooting of **program errors (bugs)**, attempting to correct bugs. Engineering Support is not provided by Support Levels 1, 2, 3 or 4.

1.13 **"Program errors (bugs)"** Bug fixes are free and will be providing updated versions of the **Supported Software** according to Vida Network's normal release cycles. Program error reports are always welcome; However, Vida Network reserved the right to determine if it's a bug or a feature add-on.

1.14 **"Case-by-case Support"** includes all rest of the support requests that are not covered by the "**Support Services**", like customization projects or escalated bug fixes. Vida Network reserved the right to reject such kind of requests without any conditions.

1.15 **"Phone Support Access Hours"** means the hours in Company's time zone during which Company may place a telephone call to the Vida Network technical support center. Different Support Levels may include different hours of access to Vida Network technical Support.

1.16 **"Business Hours"** means from 8am until 8pm in the U.S. Eastern Time Zone, Monday through Friday, except for Vida Network recognized holidays.

1.17 **"Web Case Initial Response Time"** means the targeted maximum time that Vida Network will make commercially reasonable efforts to initially respond to Cases that are opened through the Vida Network Web Case Management System. For clarification, this is the maximum time by which Vida Network shall respond to Cases, not the maximum time in which Vida Network shall close Cases. There is no SLA (service level agreement) contained in this Agreement.

1.18 **"Web Case Management System"** is the password-protected subscriber portal on the Vida Network Website that is designated by Vida Network for the Company to initiate Cases and to provide information about open Incidents.

1.19 **"Remote Troubleshooting"** means Vida Network support technicians or engineers using electronic methods to securely log into and attempt to identify and resolve issues. Company's Servers will need to be accessible via the Internet in order for Vida Network to perform Remote Troubleshooting, and Company may need to make temporary changes to Company router or firewall configurations to facilitate remote troubleshooting.

1.20 **"Effective Date"** means the date on which Vida Network countersigns this Agreement as described above.

1.21 **"Support Fee"** means the fees set forth in this stated in this Agreement.

1.22 **"Upgrades" and "Updates"** Upgrades means bug fixes, updates and/or enhancements for Supported Software or other software or software tools that may be provided to Company as part of Support Services and can be distinguished from an Update by the location of the number which changes in the new release of the software. The numbers of a release are in the format of Rel-A.B.C. When A changes it is a major release. When B or C changes, it is an Update. For further clarification, an Upgrade is considered a major release of software in which new functionality is added. An Update is considered a minor release of a given major release in which bug fixes or security upgrades are made.

1.23 **"Initial Term"** means the one year period, beginning upon the Effective Date.

1.24 **"Renewal Term"** means one or more successive one-year periods set forth in Section 6.1.

1.25 **"Term"** means either the Initial Term or a Renewal Term, as applicable.

1.26 **"System"** means a single platform which has one unique Serial Number or license and is installed by Vida Network certified professional and controlled or owned by the Company.

1.27 **"Supported Platform"** is defined to mean a Linux CentOS operating system with the system architecture of x86_64 which is the only platform on which Company may run or install the Supported Software for which Support Services are being provided under this Agreement.

1.28 **"Confidential Information"** means information, which has been marked as Confidential in writing by the Company, provided to Vida Network, which is necessary to allow Vida Network to complete its performance under this Agreement (for example- passwords and configurations). If information is disclosed orally and Company wishes for the information to be considered Confidential Company must identify it as confidential at the time of the disclosure and follow up with a written summary to Vida Network of the disclosure indicating it is to be considered confidential within thirty (30) days of the disclosure. Company is responsible for their own system security and Company is advised by Vida Network to remove remote access accounts after Vida Network representatives have used passwords provided by Company to complete remote work.

2. SUPPORT SERVICES

2.1 During the Term and for as long as Company is current in paying the Support Fees described in Exhibit A, Vida Network shall provide commercially reasonable efforts to perform Support Services to Company for the Supported Software running or installed on the Supported Platform. Company agrees it will use or apply such Support Services on no more than the quantity of Systems as it designates and pays for under this Agreement (including any Additional Systems if applicable). The scope of Support Services provided to the Company under this Agreement is subject to the then-current version of the software listed in the Table of Entitlements for Support as provided on the Vida Network Web site.

2.2 Company may receive the Support Services for no more than the total number of Systems for which Support Fees have been paid, or will be paid according to **Section 4** (together, the "Paid Systems").

2.3 Each Company System that utilizes any portion of any of the Supported Software must be covered under a Paid Support in order to receive Support Services from Vida Network. All of Company's Servers running any Supported Software for which Support Services are to be provided must have the same Support Level.

2.4 Any unauthorized use of Support Services shall be deemed to be a material breach of this Agreement and may result in immediate termination.

2.5 All information concerning Company's business, employees, customers, operations, or other data that may be incidentally obtained or viewed by Vida Network personnel during troubleshooting or performing Support Services for Company's systems or Servers shall be deemed Confidential Information.

3. DELIVERY.

Company may obtain copies of Supported Software updates by download from a designated area on the Vida Network or Vidanetwork Websites. Some Supported Software must be purchased by Company in order to be downloaded. Vida Network shall also provide to Company's Named Contact via email within one (1) business day of the Effective Date a password to Vida Network's customer portal on the Vida Network Website. The Supported Software will be deemed accepted by Company unless written notice is provided to Vida Network within **ten (10) days** of date obtained. Vida Network shall thereafter make Documentation and Updates available to Company from time to time as generally released according to Vida Network's release schedules. Subsequent releases of the Supported Software or Documentation by Vida Network will be deemed accepted upon receipt by Company.

4. PAYMENT TERMS

4.1. Support Fees are due on the Effective Date and on the beginning date of each Renewal Term as specified below and in Exhibit A or as described in **Section 4** above for any Additional Systems. Vida Network will make reasonable efforts to invoice Company at least **thirty (30) days** prior to the commencement of each Renewal Term and may provide a renewal option through the customer portal.

4.2 Amounts due shall be considered paid when Vida Network is in receipt of the amount due or upon confirmation of receipt by a bank designated by Vida Network. For all payments not received within **thirty (30) days** of the due date, a late payment fee shall accrue daily on such unpaid amounts at the rate of **one-and-one-half percent (1.5%)** per month, or the maximum rate permitted by law, whichever is less. All payments hereunder shall be in U.S. dollars.

4.3 Upon written notice to Company, Vida Network may elect to suspend or discontinue Support Services to the Company under this Agreement if payment is not received for an applicable Term by the date due. Such suspension shall continue until all applicable due payments, including late payment fees and payments for the payment for the length of the suspension period, are received by Vida Network. If the Support Services is purchased through a reseller rather than directly through Vida Network, Company's Support Services may at Vida Network's option be suspended if the reseller fails to pay all amounts due to Vida Network.

4.4 The fees due under this Agreement are exclusive of, and Company shall pay for, shipping, any sales, use, property, value added or similar taxes, federal, state, local or international taxes, or other charges imposed on or with respect to the Product or the Support Services, or their use, application, delivery, or possession, except taxes based upon the net income of Vida Network. Company will be responsible for all applicable sales taxes unless it claims a sales tax exemption by providing Vida Network, prior to the beginning of the Term, a tax exemption certificate acceptable to the applicable authorities.

5 TERM AND TERMINATION.

5.1 This Agreement shall commence on the Effective Date and continue for the Initial Term unless terminated earlier as set forth below. Thereafter, this Agreement shall renew for successive one-year Renewal Terms (unless an alternative period is agreed in writing by the parties), unless either party gives at least **thirty (30)** days prior notice of non-renewal prior to the expiration of the applicable Term.

5.2 **Termination for Cause**. Either Party may terminate this Agreement for cause. For cause includes, without limitation, situations where the Company fails to make payments specified in the Agreement, or Vida Network or Company materially neglects or fails to perform, or breaches a material obligation of this Agreement, and such neglect, failure, or breach continues un-remedied for a period of thirty (30) days after receipt of written notice by the other Party of the breach. Either Party may also terminate this Agreement for cause if the other Party becomes insolvent, proposes any dissolution, liquidation, financial reorganization or similar proceedings with respect to its property or business, and such continues un-remedied for a period of five (5) days after receipt of written notice of the other Party's objection to the aforementioned occurrences. If the applicable thirty (30) or five (5) day time period expires without a satisfactory showing that such breach or occurrence has been cured, this Agreement shall terminate for cause without any additional notice being required.

5.3 **Termination without Cause.** Either Party may terminate this Agreement without cause by providing the other party sixty (60) days prior written notice.

5.4 Upon termination or expiration of this Agreement for any reason, Company shall have no further rights to receive or use any Support Services under this Agreement.

5.5 Upon termination or expiration of this Agreement, the Parties' rights and obligations under following Sections shall survive: Sections **1, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, and 22.**

5.6 **Effect of Termination**: Following any termination or expiration of this Agreement, Company shall within thirty (30) days of the termination or expiration date make to Vida Network any payments owing or accrued as of termination and both parties shall case distributing, displaying, or making available to any party any marketing material that references the relationship between the parties under this Agreement. In no event including but not limited to in the events of termination for or without cause, shall Company be entitled to a refund of any Subscription Fee paid by Company and in no event shall Company be entitled to a credit or refund of unused Incidents or Cases.

6 RESERVATION OF RIGHTS.

6.1 For purposes of clarification, this Agreement provides support and services on software which has been previously purchased or otherwise obtained independently of this Agreement. The agreement under which Company purchased or obtained the software contains the applicable license terms which governs Company's use of the software. This Agreement standing alone does not grant any license to the software, license rights are governed by either the license agreement or other document by which Company obtained the software. Company shall not acquire or obtain any rights in, to or under any patents, patent applications, copyrights, or other intellectual property rights with respect to the Supported Software under this Agreement. Nothing in this Agreement should be construed as transferring any aspects of such rights to Company or any third party. Vida Network and its suppliers reserve any and all rights (including copyright and trademarks) not expressly granted in this Agreement and the licenses of each of the Supported Software, including without limitation, VCloud, VidaTeam, RCMM, IG Call Service, billing software Module, API middleware, and etc. Company agrees that all goodwill associated to Vida Network trademarks shall inure to the benefit of Vida Network.

6.2 Except where allowed by the licenses of the Supported Software and underline software (such as third party products provided by Vida Network under Open Source licenses), Company

shall not reverse engineer the Supported Software or any Vida Network hardware products, nor knowingly permit any third-party to engage in the foregoing except as expressly permitted by the terms of this Agreement or other applicable license or written agreement. Company shall promptly notify Vida Network of any known or suspected breach of rights in the Product, trademarks or patents that may come to Company's attention.

6.3   Any representations made by Company concerning the Supported Software shall be consistent with the Documentation and the terms of this Agreement.

6.4   Vida Network and Company shall mutually agree upon any joint press release or press announcement which may take place as a result of the execution of this Agreement or related to the performance of any Support Services provided hereunder. Any interviews with the press or analysts regarding the Agreement or Support Services shall be upon mutual agreement and coordinated by Vida Network with the cooperation of Company.

7   WARRANTY AND DISCLAIMER.

Vida Network warrants that during each Term it will use its commercially reasonable efforts to provide the Support Services in a professional manner by qualified personnel. Except for the foregoing, **THE SUPPORT SERVICES ARE PROVIDED TO COMPANY "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND. ADDITIONALLY, NO WARRANTIES CONCERNING THE INSTALLATION, USE, OR PERFORMANCE OF THE SUPPORTED SOFTWARE IS PROVIDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIDA NETWORK AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. VIDA NETWORK AND ITS SUPPLIERS DO NOT WARRANT THAT ANY SUPPORTED SOFTWARE OR THE SUPPORT SERVICES WILL MEET COMPANY'S NEEDS OR THAT THE OPERATION OF THE SUPPORTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED AS PART OF THE SUPPORT SERVICES.**

8   EMERGENCY CALLS

Company understands and acknowledges that the Supported Software may be used to implement, supplement, or replace telephone systems and telecommunications services, and that in some cases, certain government regulations may apply to their implementation or use; and compliance with such regulations is Company's sole responsibility. Company understands and acknowledges and that users of the system on which Company controls the Supported Software may attempt to use that system to place emergency calls. Company acknowledges and agrees that: the Supported Software must be properly configured for Company's system or application; that the nature of the Supported Software and any networks they may operate upon allow many possible configurations; that such configuration may be beyond the scope of the Documentation supplied with the Supported Software; that specialized experience and training may be required to properly configure the Supported Software; and that the proper configuration of the Supported Software is not guaranteed by Vida Network under this Agreement. Company acknowledges and agrees that it is Company's sole responsibility to ensure that the Supported Software and associated networks and systems are implemented and configured such that emergency calls are properly handled, that any system or application based on the Supported Software complies with all applicable laws and regulations; and that Vida Network has no obligation or liability for performing such services under this Agreement. Company acknowledges and agrees that telephone and telecommunications systems can be complex and must be installed, implemented, and configured by the appropriate technically qualified personnel, and represents that Company or Company's authorized agents or consultants have the qualifications necessary to properly implement and configure the Supported Software to handle emergency calls, if applicable. Company further acknowledges and agrees that it is Company's sole and ongoing responsibility to ensure the proper operation of any emergency calling system based on the Supported Software, including, but not limited to: initially and regularly testing the operation of the Supported Software, including testing the

operation with emergency services; notifying and training all users of any system on which the Supported Software are installed how to use the system for emergency calls; and notifying such users of any and all limitations of Company's configuration and implementations of the Supported Software and any network or system the Supported Software is used on or with **COMPANY EXPLICITLY RELEASES VIDA NETWORK FROM ANY LIABILITY, DUTY, OR OBLIGATION TO ASSIST OR TRAIN COMPANY, ITS USERS, NAMED CONTACTS, OR OTHER PERSONNEL: (A) REGARDING THE PROPER INSTALLATION, CONFIGURATION, OPERATION, OR USE OF THE PRODUCTS OR ANY OTHER SYSTEM OR NETWORK THAT THE SUPPORTED SOFTWARE ARE OR MAY BE USED WITH; OR (B) TO DETERMINE, VALIDATE, TEST, OR ASSURE WHETHER COMPANY'S DESIGNS, INSTALLATIONS, CONFIGURATIONS, IMPLEMENTATIONS, OR PLANNED OR ACTUAL USE OF THE SUPPORTED SOFTWARE PROVIDES FOR OR SHOULD PROVIDE FOR THE PROPER HANDLING OR ROUTING OF EMERGENCY CALLS; OR (C) TO ENSURE THAT COMPANY'S PLANNED OR ACTUAL USE OF THE SUPPORTED SOFTWARE IS IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS.**

9 LIMIT OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VIDA NETWORK BE LIABLE UNDER ANY CONTRACT, FOR NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE SUPPORT SERVICES OR SUPPORTED SOFTWARE, INCONVENIENCE, PUNITIVE, OR INDIRECT DAMAGES OF ANY CHARACTER, WHETHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF CONNECTED EQUIPMENT OR PROGRAMS, LOSS OF INFORMATION OR DATA, OR LOSS OF GOODWILL) RESULTING FROM THE USE OF THE SUPPORTED SOFTWARE, RELATING TO THE USE OR AVAILABILITY OF THE SUPPORT SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF VIDA NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM LIABILITY OF VIDA NETWORK UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO VIDA NETWORK UNDER THIS AGREEMENT. THE FOREGOING EXPRESS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE FOREGOING LIMITATION OF LIABILITY ALSO APPLIES TO THE AMOUNT A COURT OR JURY IS AUTHORIZED TO AWARD.

10 FORCE MAJEURE

Except for payments owed by Company under this Agreement, neither Party shall be liable to the other for any alleged loss or damage resulting from failure to perform due to Acts of God, natural disasters, acts of civil or military authority, fire, floods, epidemics, quarantine, unavailability of communications facilities or energy sources, strikes, delays in transportation, wars, riots, terrorism, acts of the other party, or any causes beyond a Party's reasonable control. Each Party shall promptly notify the other Party of such event. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time, not to exceed **thirty (30) days**, equal to the time lost by reason of the delay. If the delay continues past the **thirty (30) day** time period, the party not asserting the Force Majeure clause may terminate this Agreement in writing with no further notice and no further liability to the other party, except for obligations, including Company's payment obligations, arising prior to the termination of this Agreement. In no event shall Vida Network be responsible for refunding payments made by Company under this Agreement, even in the event of an act of force majeure.

11 EXPORT COMPLIANCE

Company acknowledges that the Supported Software, with the exception of certain third-party components, is of U.S. origin. Company agrees to take all reasonable steps to ensure that distribution of the Supported Software complies with all applicable export laws relating to the

Supported Software, including the U.S. Export Administration Regulations and is not exported to prohibited entities or destinations. Company shall indemnify, defend, and hold Vida Network harmless from any violation of this Section.

12 NONEXCLUSIVE

Nothing in this Agreement shall preclude either party from entering into similar relationships with other companies, nor shall this Agreement preclude either party from independently developing or marketing any products that are similar to or compete with the other party's products; provided, however, that the recipient of Confidential Information shall not use it for any such purpose.

13 DISPUTE RESOLUTION

Subject to the right to obtain injunctive relief as described below, the Parties agree to solely use the following process with regard to any Dispute. The Party with the dispute, disagreement, claim, or controversy ("Dispute") arising under, out of, or in connection with this Agreement must send the other Party written notice identifying the Dispute with sufficient detail so as to enable the other Party to attempt to resolve the Dispute and invoking the procedures of this Dispute resolution section. Within **seven (7) days** after receipt of the written notice, the Parties, or representatives of the Parties, shall meet at a mutually agreed upon location, which may be on a telephone conference call at which all parties with authorization necessary to authorize a settlement are present, for the purpose of determining whether they can resolve the Dispute themselves by agreement, and, if the parties have not been able to reach a mutually acceptable resolution on the Dispute within **seven (7) days** after the initial meeting, then the parties must further attempt to resolve the Dispute by attending mediation with a mutually agreed upon mediator in a mutually agreed upon location. Each Party will bear its own costs of mediation and the Parties will share the costs of the mediator equally. Each Party must participate in the mediation in good faith and must be represented at the mediation by a business executive with authority to finally settle the Dispute. If the Dispute remains following good faith efforts at mediation either Party may then submit the Dispute to a court of competent jurisdiction subject to the choice of law and forum clause of this Agreement. If contractual waiver of a jury trial is permitted by applicable law, the Parties agree that they irrevocably waive their right to a trial by jury and consent to a bench trial. The Parties agree to refrain from instituting any legal action, other than injunctive relief until good faith efforts at mediation have first been made. To the maximum extent permitted by applicable law, in no event is a court or jury authorized to make an award in excess of the amount set forth in the limitation of liability and exclusion of damages limitation in this Agreement.

14   LANGUAGE.

The Support Services, Entitlements, and all related documentation and correspondence provided under this Agreement shall, unless otherwise agreed in writing by both parties, be provided in the English language. Any action brought under this Agreement shall be conducted in the English language.

15 ASSIGNMENT

Company shall not assign this Agreement to any third party without the prior written consent of Vida Network, provided, however, that the merger or consolidation of Company into, or the sale or spin-off of substantially all assets of Company to, a third party shall not be deemed to be an assignment. Vida Network shall not assign this Agreement to any third party without the prior written consent of Company, provided, however, that the merger or consolidation of Vida Network into, or the sale or spin-off of any assets of Vida Network to, a third party shall not be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

16 GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed under the laws of the USA and to the extent that no federal law applies the laws of the State of New Jersey, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law.

17 WAIVER

Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by an authorized officer of such party. Such a waiver shall be limited specifically to the extent set forth in said writing. Any waiver by either party of a term or condition of this Agreement in any instance shall not be deemed to be a waiver of any subsequent breach thereof, or of any other provision. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other.

18 NOTICES

All notices, approvals, consents, waivers and other communications under this Agreement must be in writing, sent via facsimile, e-mail, certified mail, verifiable overnight delivery, or registered mail to the other party at the business or email addresses furnished herein or to such other address as may be furnished in writing to the other party. Notices shall be deemed effective upon receipt or if sent via e-mail on the fourth day following sender's e-mail transmission to recipient (if no error return message is delivered to sender within the four day time period). Company agrees that the Named Contact shall be the designated e-mail address under which it shall receive e-mail notifications.

All notices to Vida Network relating to the terminating or amending the terms of this Agreement shall be given or delivered in writing and addressed and delivered to the attention of: In-House Counsel, Vida Network Inc., 31 Debra Dr. Dayton, NJ, USA.

19 ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including **Exhibit A** attached to this Agreement and incorporated as a part thereof, represent the complete agreement of the parties, supersede all prior discussions, communications and agreements between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only in a writing executed by both parties. The provisions of this Agreement shall take precedence over any conflicting terms in any purchase order. There are no intended third party beneficiaries of this Agreement.

20 SEVERABILITY AND OPPORTUNITY TO CONSULT LEGAL

If any of the provisions, or part thereof, of this Agreement shall be invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or part thereof, and the rights and obligations of the parties shall be construed and enforced accordingly. The titles of the Sections and Exhibits in this Agreement are for provided for convenience and reference only, and are not intended to be considered when construing this Agreement. Company acknowledges that Company has had sufficient time to consult Company's legal counsel to review the terms of this Agreement if Company so wishes.

EXHIBIT A: TABLE OF ENTITLEMENTS

Sample only, check www.vidanetwork.net/Support/commercial.php for current offerings.

Support Levels and Benefits	VidaTeam Users Level 1	VidaTeam Users Level 2	Resellers / Partners Level 3	Resellers / Partners Level 4
Basics				
Included Systems (By SerialNo)	N/A	N/A	1	1
Named Contacts	1	1	1	up to 3
Supported Service / Software (1)				
VidaTeam Customers	✔	✔	N/A	N./A
Certified Reseller/Partners	✘	✘	✔	✔
Problem Resolution Support (2)				
Include Cases (Incidents)	10	20	10	20
Remote Troubleshooting	✔	✔	✔	✔
Telephone Access Hours	12 x 5 (EST)	24 x 7	12 x 7 (EST)	24 x 7
24 x 7 Urgent Support Call	✘	✔	✘	✔
Web Case Management	✔	✔	✔	✔
Web Case Initial Response Time	48 Hours	8 Hours	12 Hours	8 Hours
Guaranteed Service Level Agreement	✘	✔	✘	✔
Pricing				
One (1) Year Agreement (USD)	Free	$1,995	$4,995	$7,995
Three (3) Year Agreement (USD)	Free	$5,385	$14,785	$21,585
Additional System (By SerialNo)	N/A	N/A	$995	$1,995
Case-by-case support (3) Regular: $155/hr	$125/hr	$95/hr	$125/hr	$95/hr