

## MASTER AGREEMENT - DEDICATED SERVER - MONTHLY

**C2Call, GmbH**, a German corporation ("C2Call"), with offices at Luenbrink 25, 59457 Werl, Germany, enters into this MASTER AGREEMENT, including the attached Exhibits, (the "Master Agreement" or "Agreement")

Effective \_\_\_\_ . \_\_\_\_ . \_\_\_\_ ("Effective Date")

**with**

Company Name: \_\_\_\_\_ ("Licensee"),

Registered Address: \_\_\_\_\_ ("Registered Address"),

EU VAT Number \_\_\_\_\_ (If applicable),

each a "Party" and collectively the "Parties".

For the purposes of this Agreement, each Party includes its Affiliates as defined below. The Parties agree that this Master Agreement cancels, supersedes, and replaces all prior written or verbal communications or agreements between the Parties. The terms and conditions of this Master Agreement shall apply to the attached Exhibits, and to subsequent replacements for the attached Exhibits that are entered into between the Parties from time to time during the term of this Master Agreement.

# 1. DEFINITIONS

Each of the following terms in bold type in this section shall have the meaning defined following the bold heading.

## 1.1. Affiliate

An "Affiliate" means any corporation or other form of enterprise, domestic or foreign, including but not limited to parent companies, subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with, a Party. For this purpose, control shall exist through direct or indirect ownership of more than fifty-percent (50%) of voting securities or voting rights.

## 1.2. Exhibit A

An attachment to this Master Agreement that is also referred to as an "**Enterprise License Schedule**". Exhibit A defines: the licensed products (the "Software"), additional terms and restrictions of all licenses granted hereunder, including their effective dates and expiration dates, the pricing of licenses and license renewal, hosting services, use fees, and other fees associated with the licenses and/or associated with installation. Exhibit A also defines maintenance, service level agreement terms, if any, special support, training, and pricing of the foregoing. Without affecting this Master Agreement, Exhibit A may be modified from time-to-time with the mutual written consent of both Parties; any modified version shall supersede and replace the prior version of Exhibit A.

## 1.3. Exhibit B

An optional attachment to this Master Agreement also referred to as a "**Statement Of Work**". Each SOW defines the mutually accepted development services that include customization of the Software for Licensee by C2Call; fees or costs associated with the foregoing services; and the definition and pricing of any other special services to be provided to Licensee by C2Call hereunder. Without affecting this Master Agreement, Exhibit B may be modified from time-to-time with the mutual written consent of both Parties; any modified version shall supersede and replace the prior version of Exhibit B.

## 1.4. Exhibit C

An attachment to this Master Agreement also referred to as the "**Acceptable Use Policy**". Exhibit C defines additional conditions of the Software License.

## 1.5. Exhibit D

An optional attachment to this Master Agreement also referred to as the "**Service Level Agreement**". Exhibit D defines an service level and may be modified from time-to-time with the mutual written consent of both Parties; any modified version shall supersede and replace the prior version of Exhibit D.

## 1.6. Exhibit E

An optional attachment to this Master Agreement also referred to as the "**Developer Support Agreement**". Exhibit E defines an optional set of support services and may be modified from time-to-time with the mutual written consent of both Parties; any modified version shall supersede and replace the prior version of Exhibit E.

## 1.7. Documentation:

C2Call's user manuals included with the Software and any other documentation provided by C2Call pursuant to this Master Agreement.

## 1.8. Users or User:

The term User or Users shall have the meaning defined in Exhibit A.

## 1.9. Software:

The computer software programs specified in Exhibit A and licensed to Licensee under this Master Agreement. Software includes without limitation all software improvements, enhancements and modifications (including new software features requested by Licensee) made to the Software by C2Call and any third-party software incorporated into the Software by C2Call, to the extent that any such software is provided by C2Call to Licensee pursuant to this Master Agreement.

# 2. GRANT OF LICENSE

## 1.1. Grant

Subject to the terms and conditions of this Master Agreement and any additional conditions defined in Exhibit A, C2Call hereby grants to Licensee a limited, nonexclusive, non-assignable, license to use the Software subject to the terms and additional restrictions defined in Exhibit A (together the "License"). To the extent the Software may contain or incorporate third-party software, Licensee agrees to use the third-party software products or modules provided by C2Call solely in conjunction with the Software and in accordance with the terms of this Master Agreement.

This License is subject to Licensee maintaining compliance with the Acceptable Use Policy defined in Exhibit C. Failure to maintain compliance with this policy may, in C2Call's sole discretion; result in immediate termination of this License. In the event of Licensee's failure to comply with this Acceptable Use Policy and subsequent termination of this License, all amounts due by Licensee will become immediately due and payable, the License will be terminated, and service will be discontinued.

## 1.2. License Restrictions

Except as authorized in Exhibit A, Licensee agrees that it will not itself, or through any Affiliate, User, or other party:

(a) Distribute, resell, rent, lease, license or sublicense or otherwise provide to any third party any portion of the Software, the Documentation.

(b) Copy or reproduce the Software to any server or location other than a server or location authorized by the terms of Exhibit A.

(d) Decompile, disassemble, modify, or reverse engineer the Software, in whole or in part, or attempt to do any of the foregoing.

# 3. OWNERSHIP AND RESERVATION OF RIGHTS.

Licensee acknowledges and agrees that all right, title and interest in all copies of the Software and Documentation (whether in machine executable, or printed form), and all related technical know-how and all rights therein (including without limitation all intellectual property rights therein), are and will be owned exclusively by C2Call (and/or its suppliers, to the extent applicable). Licensee will assign to and reasonably assist C2Call, at C2Call's request and expense, in maintaining and securing all ownership rights thereto. Licensee will have only those rights in or to the Software and Documentation specifically granted to it under Section 2 above and Exhibit A.

## 4. FEES

### 1.1. License and Professional Services Fees

Licensee agrees that License fees, including License renewal fees, Use Fees, installation fees, maintenance fees, and special support fees, if any, are defined in Exhibit A, and the fees or costs defined for Professional Services are specified in Exhibit B. The renewal of any Licenses, upon their expiration, or the continuation of services shall be subject to the timely payment of the fees specified in Exhibit A.

### 1.2. Payments

All amounts due will be paid in the currency specified in Exhibits A and B. All invoices are due and payable net fourteen (14) calendar days from the due dates defined in this Agreement. Payments that are not paid within these terms shall be considered a material breach of this Agreement. Additionally, late payments are subject to interest at the maximum rate permitted by law per calendar month, compounded semiannually.

#### 1.1.1. Address

Licensee shall provide to C2Call, in writing, the mailing address and contact information for all invoices to be sent to Licensee under this Master Agreement.

#### 1.1.2. Payments

Payments to C2Call must be made by wire transfer to the following account:

Bank Name: Deutsche Bank AG Alter

Bank Address: Markt 3 - D-59457 Werl, Germany  
Bank Phone-No.: +49 2922 877011

Account Holder: C2Call GmbH

Acct. No. /IBAN: DE 86 416700 240 6860027 00

BIC (SWIFT): DEUT DE DB416

### 1.3. Taxes

Fees and costs provided for in this Master Agreement do not include withholding, Value Added Taxes, or other taxes, duties or similar charges imposed by any government, and Licensee will pay all such amounts owed to C2Call without deduction for taxes, duties or charges. Licensee agrees to pay or reimburse C2Call for all Value Added Taxes, federal, state, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Master Agreement or the transactions contemplated by this Master Agreement (other than taxes on the net income of C2Call).

## 5. MAINTENANCE AND SUPPORT

For so long as Licensee is current in the payment of all fees specified in Exhibit A and is otherwise in compliance with this Master Agreement, Licensee will be entitled to receive the maintenance and support defined in Exhibit A.

## 6. PROFESSIONAL SERVICES

C2Call will provide contract development, consulting, training, and other services agreed to by the parties in writing under the terms and schedules contained in Exhibit B, if any, a Statement of Work ("Professional Services"). All Professional Services will be invoiced under the additional terms, if any, and at the rates defined in the applicable Statement of Work. Licensee shall accept delivery or completion of all such Professional Services in a written acknowledgement to C2Call.

## 7. LIMITED WARRANTY

### 1.1. Rights to License

C2Call warrants and represents that it has the rights necessary to enter into this Master Agreement, including all rights necessary from third parties whose intellectual property may be incorporated in the Software by C2Call.

### 1.2. Services

During the term of this Agreement C2Call warrants that its maintenance, technical support, and Professional Services will be performed as specified in the attached Exhibits, and consistent with generally accepted industry standards. Notice to C2Call of a breach of such warranty must be made by Licensee within thirty (30) days following the date Licensee becomes aware of C2Call's breach, and C2Call shall have a period of thirty (30) days following receipt of notice to correct such breach.

### 1.3. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH ABOVE, C2CALL MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS MASTER AGREEMENT INCLUDING, WITHOUT LIMITATION, MAINTENANCE, TECHNICAL SUPPORT AND PROFESSIONAL SERVICES. C2CALL FURTHER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

## 8. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

C2Call will at its option defend or settle any a claim, action or allegation brought against Licensee on the issue of infringement of any U.S. or German patent, U.S. or German copyright, or other U.S. or German proprietary rights of any third party, or misappropriation of any trade secret of any third party recognized as such under the Uniform Trade Secrets Law, or violation of third party license agreements, by the Software ("Affected Software"), but specifically excluding claims, actions or allegations involving combination or integration of the Software with any other software. C2Call's obligations under this Section 8 are subject to the following limitations:

### 1.1. Remedies

If any such infringement, claim, action or allegation is brought or threatened, C2Call may, in its sole discretion and at its expense, exercise one of the following remedies:

Procure for Licensee the right to continue use of the affected software or infringing part thereof;

Modify or amend the affected Software or infringing part thereof, or replace the affected Software or infringing part thereof with other software having substantially the same or better capabilities; or

Terminate the Licenses found to be infringing, in which event C2Call shall refund to Licensee the unamortized amount of the aggregate of fees paid under this Master Agreement for such Licenses, assuming a useful life equal to the License term for the affected Software; provided that if the License term for the Affected Software is longer than five (5) years, the useful life of such Affected Software shall be assumed to be five (5) years for the purposes of this paragraph.

## 9. LIMITATION OF LIABILITY

IN NO EVENT WILL C2CALL OR ITS SUPPLIERS, IF ANY, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR INDIRECT, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS MASTER AGREEMENT, WHETHER IN CONTRACT OR TORT, EVEN IF C2CALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. C2CALL'S LIABILITY UNDER THIS MASTER AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE AGGREGATE FEES PAID BY LICENSEE TO C2CALL DURING THE PRECEDING ONE (1) YEAR UNDER THIS MASTER AGREEMENT.

## 10. CONFIDENTIAL INFORMATION

During the Term of this Agreement, and for three (3) years after the date of expiration or termination of this Agreement, both Parties shall treat this Agreement, the Software, and all confidential information, including, but not limited to, confidential data, confidential reports, User lists, and other confidential records that are received from the other Party as secret, confidential, and proprietary (collectively "Confidential Information"), and shall hold such Confidential Information in strict confidence, and shall not disclose or use such Confidential Information without the prior written consent of the disclosing Party except as provided in this Agreement. Both Parties shall develop and implement such procedures as may be required to prevent the intentional or negligent disclosure to third parties of Confidential Information communicated to either Party and its employees, contractors and agents by the other Party, including, without limitation, requiring each of its employees, contractors and agents having access to such Confidential Information received under this Agreement to enter into an appropriate nondisclosure agreement with the receiving Party that requires the level of care defined in this Master Agreement.

### 1.1. Limited Exceptions

Nothing in this Agreement shall prevent the disclosure by either Party or its employees, contractors, and agents of Confidential Information that: (a) prior to the transmittal thereof to the receiving Party was of general public knowledge; (b) becomes, subsequent to the time of transmittal to the receiving Party, a matter of general public knowledge other than as a consequence of a breach by the receiving Party, its employees, contractors or agents of any obligation under this Agreement; (c) is made public by the disclosing Party; (d) was in the possession of the receiving Party in documentary form prior to the time of disclosure thereof, and is held by the receiving Party free of any obligation of confidence to the disclosing Party or any third party; or (e) is received in good faith from a third party having the right to disclose it, who did not obtain such information from the disclosing Party and who imposes no obligation of secrecy on the receiving Party with respect to such information.

## 11. COMPELLED DISCLOSURE

In the event that either Party is required by law to disclose any Confidential Information, the receiving Party agrees to provide the disclosing Party with prompt notice of such request(s) so that the disclosing Party may seek an appropriate protective order and/or waive the receiving Party's or such person's compliance with the provisions hereof. In the absence of a protective order or the receipt of a waiver hereunder, if the receiving Party is nonetheless, in the written opinion of the receiving Party's legal counsel, compelled to disclose any Confidential Information, the receiving Party may disclose such information as is legally required to be disclosed without liability hereunder, provided that the receiving Party uses its best efforts to obtain assurances that confidential treatment will be afforded to such Confidential Information by the persons to whom such Confidential Information is disclosed.

## 12. TERM AND TERMINATION

### 1.1. Effect

This Master Agreement will take effect on the Effective Date and unless earlier terminated as permitted herein, will remain in force until thirty (30) days following the last expiration date of any currently valid Licenses.

### 1.2. Termination

Either Party may, by written notice to the other Party, terminate this Master Agreement if such other Party is in material breach of any term, condition or provision of this Master Agreement, which breach is not cured within thirty (30) days after the non-breaching Party gives the breaching Party written notice of the breach.

### 1.3. Termination By Licensee Without Cause

Licensee may terminate this Agreement without cause by giving C2Call a Ninety (90) days written notice; provided that Licensee pays C2Call the full amounts due including those specified in all Statements of Work for which any work has actually been started by C2Call.

### 1.4. Termination by C2Call after Change of Control

Should C2Call undergo a Change of Control where a controlling interest in C2Call is acquired by a third party that is not an Affiliate, C2Call shall have the right to terminate this Master Agreement without cause provided that C2Call shall provide Subscriber a TWO (2) year written notice of exercising this Change of Control termination right. A controlling interest is defined as more than fifty percent (50%) ownership.

### 1.5. Effect of Termination

Within thirty (30) days after the date of expiration or termination of this Master Agreement as permitted above and except as provided below, Licensee will return to C2Call, or delete, all copies of the Software and Documentation relating to the Software. Both C2Call and Licensee shall return to the other Party all Confidential Information in its possession that is in tangible form and will destroy/erase any Confidential Information in electronic form. Both Parties will furnish to each other a certificate signed by an authorized signer, verifying that the same has been done.

Upon termination or expiration of this Master Agreement for any cause, Licensee shall pay C2Call all amounts due under this Agreement, for Licenses granted, sublicenses issued to Licensee customers (if permitted), and services delivered, within the payment terms defined herein.

Upon termination of this Master Agreement by Licensee without cause or for uncured material breach by C2Call, (i) all current Licenses and/or sublicenses shall continue in effect until their respective terms expire, but only to the extent that C2Call is paid for such Licenses and sublicenses.

Upon termination of this Master Agreement by C2Call for uncured breach by Licensee, all unexpired Licenses and/or sublicenses granted under this Agreement, shall terminate immediately.

The additional termination provisions of Exhibit C shall apply.

## 13. NOTICES

Any notice required or permitted under the terms of this Master Agreement or required by law must be in writing addressed to the registered addresses of the parties and must be: (i) delivered in person; (ii) sent by first class registered

mail, or registered air mail, as appropriate; (iii) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address, or (iv) sent via e-mail. Either party may change its designated recipient for notices, and the address for notices, by written notice to the other party. Notices will be considered to have been given (a) at the time of actual delivery in person, (b) if sent via e-mail, the receiving party confirms receipt of the email; (c) three (3) business days after deposit in the mail as set forth above; or (d) 1-day after delivery to an overnight air courier service.

**14. WAIVER**

Any waiver of the provisions of this Master Agreement or of a party's rights or remedies under this Master Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Master Agreement or its rights or remedies at any time, will not be construed or deemed to be a waiver of the party's rights under this Master Agreement and will not in any way affect the validity of the whole or any part of this Master Agreement or prejudice the party's right to take subsequent action.

**15. PUBLICITY**

Both Parties may refer to the other Party as a partner, technology partner or as a customer, as appropriate, and may use the other's name and logo in marketing, advertising, sales promotion, and other publicity matters relating to the relationship contemplated by this Master Agreement, provided that the Parties agree that neither of them will disclose the terms of this Master Agreement to third parties.

**16. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Master Agreement or the breach, termination, enforcement, interpretation or validity thereof shall be subject to the laws and courts of Arnstberg, Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

**17. GENERAL**

This Master Agreement and the attached Exhibits constitute the entire agreement between the parties with respect to the

subject matter hereof. This Master Agreement and/or its Exhibits may not be amended, except by a writing signed by authorized representatives of both parties. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the purchase or payment of Software or Professional Services hereunder will modify the rights, duties or obligations of the parties hereunder, regardless of any failure of C2Call to object to such additional terms, provisions or conditions.

Licensee may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Master Agreement, except to Affiliates as defined above, without C2Call's prior written consent, which will not be unreasonably withheld.

This Master Agreement may be executed in counterparts, each of which will be deemed an original and the counterparts together will constitute one and the same agreement. This Master Agreement may be executed via facsimile signature or scanned original sent via email.

It is expressly agreed that a violation of Sections 2, 3 and/or 10 of this Master Agreement will cause irreparable harm to C2Call and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, C2Call will be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions thereof.

If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Master Agreement will remain in full force.

The rights and obligations contained in Sections 2, 3, 4, 7, 9, 10, 11, 16, and Exhibits A, B and C shall survive any termination or expiration of this Agreement.

***This Master Agreement is agreed to by the parties, whose authorized signatures are below:***

**C2CALL**

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Martin Feuerhahn, CEO

Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### ENTERPRISE LICENSE SCHEDULE

This Enterprise License Schedule ("Enterprise License Schedule", ("License Schedule" or "Exhibit A") is made part of the Master Agreement and is effective as of the Effective Date of the Master Agreement it is attached to. Except as stated otherwise in this License Schedule, the defined terms used below will have the same meanings as the defined terms in the Master Agreement. The terms and conditions of this Exhibit A will govern if they conflict with any term or condition in the Master Agreement, and this Exhibit A is effective on the Exhibit Date above when it has been signed by both Parties and supersedes and replaces any prior Exhibits A in their entirety.

#### 1. DESCRIPTION OF SOFTWARE

The C2Call Enterprise Platform (the "Software") is server-based software that enables mobile device users to use individual and group audio and video chat, low-cost phone calls, and SMS services. The Enterprise Licensee has API access to features and branding that can be customized within Enterprise Licensee's client or App software.

The Software includes an SDK for optional use by Licensee to integrate its proprietary client software with the C2Call server functions. The Software is hosted on servers provided by Licensee at its expense. Licensee will be able to control the platform within its technical limitation and adjust it to Licensee's need where required. This includes but is not limited to business logic, consumer pricing and terms, appearance of the client application and other configurations.

**The software will be hosted on Amazon Web Services ("AWS") as a dedicated system for the sole use of Licensee.** The software is delivered to Licensee by C2Call electronically and installed on Licensee's AWS cloud. The main software components and servers are SIP Proxy Server, Relay Server, Application Server, Pre-Paid Server, Group Call Server, Test Call server.

#### 2. USERS

**The term "User" or "Users" shall mean (i) active users during any calendar month**, defined as users who access the Software one or more times during a calendar month, and (ii) Users and User activity will be recorded in a log or database that is maintained by Licensee (the "User Log"). C2Call will provide Licensee the required tools to produce the log as part of the Server License.

If the User Log reveals that Licensee has increased the maximum number of Users to the next level in the pricing table below, Licensee agrees to pay to C2Call an adjusted amount in accordance with the pricing terms and payment options defined below.

The initial maximum number of Users is specified in either Section 4.1.

#### 3. LICENSE RESTRICTIONS

Licensee is authorized to provide its employees, agents, Affiliates, and customers with access to the Software as Users of its Zula application.

#### 4. LICENSE TERM, PRICING, AND RENEWAL

The License term begins on the Effective Date. Effectiveness of the License is subject to the payment of Use Fees as defined below.

##### 1.1. Server License Fee, Use Fee and renewal

Licensee may pay **2,500-Euros** (two thousand five hundred Euros) per month for the Server License. Should the service start during a calendar month the License will be paid pro rated. The monthly Server License fee is due upon the signing of this Agreement, and at the beginning of each month thereafter.

**The Use Fee for up to 100,000 (one hundred thousand) monthly active users is included in the Server License Fee.** If the number of actual Users in any month exceeds the User Level, Licensee will pay Euro 250 (Two Hundred Fifty) for each additional 50,000 (Fifty Thousand) monthly active user bracket.

C2Call reserves the rights at the annual anniversary of this License to increase the monthly Server License Fee and Use Fee by up to 10 percent (10%) plus the prevailing German inflation rate as reported by the German Federal Statistic Office through the Consumer Price Index (CPI) for the 12 months leading to the annual anniversary. Continuation of the License requires timely payment of the Server License Fee and Use Fee each month.

**1.2. Server Installation Fee**

In addition to the Server License Fee, Licensee shall pay a **one-time Server Installation Fee of 2,550-Euros** (Two Thousand Five hundred Fifty Euros). This fee includes setup and provisioning of the Software, and is due in full upon signing this agreement.

**5. MAINTENANCE TERMS**

Standard maintenance and support are available for as long as Licensee is current in the payment of all License fees as defined above. C2Call shall provide direct support and updates to Licensee only, and in turn Licensee will be the main support contact for its customers.

Standard maintenance includes updates for the Software that C2Call provides to its customers, and in addition C2Call will respond to technical support questions from Licensee by email within one (1) business day. C2Call makes updates available to Licensee for download. It is Licensee’s responsibility to install these updates and maintain the software.

**6. AWS HOSTING**

The software will be hosted on AWS and the AWS services will be managed and paid for by Licensee. C2Call is currently using the following Amazon Services to operate the software:

- Amazon Elastic Compute Cloud (EC2)
- Amazon Simple Storage Service (S3)
- Amazon Relational Database Service (RDS) with Multi-Availability Zone Deployment
- Amazon ElastiCache (Memcached compatible Caching)
- Amazon Elastic Load Balancing
- Amazon Simple Email Service (SES)
- Amazon CloudWatch Monitoring Service

***This Exhibit A is agreed to by the parties, whose authorized signatures are below:***

**C2CALL**

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Martin Feuerhahn, CEO

Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

### **ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("AUP" or "Exhibit C") is made part of the Master Agreement and is effective as of the Effective Date of the Master Agreement it is attached to. Except as stated otherwise in this Exhibit, the defined terms used below will have the same meanings as the defined terms in the Master Agreement. This AUP applies to all use of the C2Call Platform by Licensee and its Users, together "Licensee".

- Licensee agrees not to post or exchange content through the platform that:
- Is sexually explicit or pornographic;
- Creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal;
- May create a risk of any other loss or damage to any person or property;
- Seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- Violates, endorses or encourages any conduct that violates laws or regulations;
- Contains any information or content C2Call deems to be harassing, infringing, libelous, invasive of another's privacy, harmful, threatening, fraudulent, deceptive, obscene, or otherwise unlawful.
- Licensee further agrees not to engage in any of the following prohibited activities:
- Use C2Call name, trademark, logo or other copyrighted material without our express written consent;
- Access, tamper with, or use non-public areas of the Platform;
- Attempt to probe, scan, or test the vulnerability of the Platform or any Application that utilizes the Platform;
- Attempting to bypass or break any security mechanism of the Platform;
- Using the Platform in any other manner that poses a security or service risk to C2Call, Developers or End Users;
- Use of any automated means such as software or tools including scripts, spiders, robots, crawlers, data mining tools related to content, user data or advertisements;
- Send any unsolicited or unauthorized spam and spam comments on posts, advertising messages, promotional materials, email, junk mail, chain letters or any other form of solicitation, including, without limitation, any activities that violate anti-spamming laws and regulations including, but not limited to the CAN SPAM Act of 2003, the Telephone Consumer Protection Act or similar applicable laws and regulations;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Platform;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Platform including launching intentionally or unintentionally, a denial of service attack on the Platform;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Offering any Emergency Calling Services that allow a user to connect with emergency services personnel through 911 or any other Emergency Response lines;



- Promoting or engaging in illegal activities;
- C2Call reserves the right, but is not obligated, to remove any Licensee or Registered User content that C2Call believes violates this Acceptable Use Policy.

C2Call may also permanently or temporarily terminate or suspend a License without notice or liability, including if, in C2Call's sole determination, Licensee or Registered User content or use violates any provision of this Acceptable Use Policy. C2Call may provide requested information to third parties who have provided notice to C2Call stating that they have been harmed by Licensee or Users failing to comply with C2Call's Acceptable Use Policy.

This Exhibit C is agreed to by the parties, whose authorized signatures are below:

**C2CALL**

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_