

DEVELOPER SUPPORT AGREEMENT

C2Call GmbH, a German limited liability company ("**C2Call**"), with offices at Luenbrink 25, 59457 Werl, Germany, enters into this developer support agreement ("**Agreement**") effective ..., ... 2015 ("**Effective Date**") with, a ... corporation ("**Developer**"), with offices, each a "Party" and collectively the "Parties".

The C2Call Platform (the "**Platform**") is a server-based software that enables mobile device users to use individual and group audio and video chat over IP, low-cost phone calls, SMS and other communication services. C2Call provides software development kits ("SDK, SDKs") and Application Program Interfaces ("API, APIs") to developers who can create their own communication applications or integrate communication feature to their applications (APP, APPs).

C2Call currently **supports iOS 7, 8 ,9 and Android 4, 5** a SDK for desktop browsers with Java Virtual Machines is under preparation.

1. DESCRIPTION OF SERVICES TO BE PERFORMED

- A. Code Level Support.** C2Call will provide code level support when Developer has trouble implementing the SDK, access the API or have code level questions related to the use of the SDK and API developing an APP.
- B. Best practice recommendation.** C2Call will make recommendation on requests how to use Platform SDK and API, how to structure the APP code and answer question regarding the best use of SDK and API.
- C. Integration support.** C2Call will provide integration support where possible if developer wants to integrate C2Call technology into existing APPs or server side interfaces.

2. Subscription and Developer Support Pricing Table

Subscription Levels	STARTER Support	STANDARD Support	PREMIUM Support
Monthly Subscription Fees	€/ \$ 499	€/ \$ 1,599	€/ \$ 2,399
Please indicate (x) Initials:			
Number of Support Tickets	2	5	7
Reaction Time	Within 2 business days	Within 1 business day	Within 24 hours
Developer Support Level:			
Use Case Guidance	✓	✓	✓
Application Development Support	✓	✓	✓
Application Architecture Support		✓	✓
Designated Technical Account Manager (TAM)	✓	✓	✓
Every Additional Support request by Subscriber	€/ \$ 125	€/ \$ 175	€/ \$ 200
TAM assist request outside office hour per incident			€/ \$ 400

Tabelle 1: Subscription and Support Schedule

3. SUBSCRIPTION AND DEVELOPER SUPPORT FEES, DUES DATES AND PAYMENT CYCLE

All amounts due will be paid by Subscriber in the currency specified in Table 1. Subscriptions become due without that invoices or payment requests are issued. All payments related to Subscription levels are monthly and charged per calendar month and are due 7 calendar days before beginning of the calendar month. Should the subscription start date not be the first day of the calendar month, then the first subscription fee will be calculated pro rata. A payment has been made once it has been received in C2Call bank account. C2Call has no obligation to send invoices as hard copy. Should the number of MAU exceed first time the maximum MAU, Subscriber agrees to pay the adjustment amount with the next months subscription and additional to adjust the next month subscription to the new MAU level. Subscription Payments that are not received within these terms shall be considered a material breach of the Agreement and access to the service will be interrupted, suspended or terminated. Additionally, late payments are subject to interest at the maximum rate permitted by law per calendar month, compounded semiannually. Fees for additional support incidents are billed monthly and are due within 14 days.

4. Ownership IP

Licensee acknowledges and agrees that all right, title and interest in the SDK are and will be owned exclusively by C2Call and will become available on the C2Call platform to all developers registered with the C2Call platform. C2Call acknowledges and agrees that all right, title and interest in the Licensee existing app code shared with C2Call are and will be owned exclusively by Developer.

5. 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 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 DEVELOPER TO C2CALL YEAR UNDER THIS AGREEMENT.

6. 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 Arnsberg, Germany

7. Developer Information

- **Supported Person 1**, Name: _____ Email: _____ Supported Person 2: optional
- **Supported Operating System 1**: optional Supported Operating System 2: _____
- **Supported APP 1** (identified by C2Call API key): _____ Supported APP 1: optional

8. C2Call Contact

Developer will contactfor support inquiries.

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

C2CALL

Developer

Signature

Signature

Printed Name:

Printed Name:

Title

Title:

Date: _____

Date: _____