

Terms & Conditions

Version: 13.0



NEC

Demo/Test licences

Terms and Conditions

Contents

Terms & Conditions.....	3
2. Definitions	3
3. Products under this agreement.....	3
4. Rights granted	3
5. General	4
EXHIBIT 1: End User License Agreement	5
1. Definitions.....	5
2. License Grants	5
3. License Restrictions	5
4. Installation and Additional Services	6
5. Warranties; Disclaimer of Warranties.....	6
6. Confidentiality	7
7. Infringement Indemnity	7
8. Limitation of Liability	7
9. Termination.....	7
10. Miscellaneous	8
EXHIBIT 2: Content of the MA4000 System Management & Expense Management demo system	9
EXHIBIT 3: Content of the Business ConneCT Test system	10
EXHIBIT 4: Content of the SIP@Net software package	13
EXHIBIT 5 Content of the CTI Test package	14
EXHIBIT 6: Content of the SV9300 Test system	15
EXHIBIT 7: Content of the SV9500 Appliance Test system	16
EXHIBIT 8: Content of the SV9500 Standard Server Test system	17
EXHIBIT 9: Content of the BX-series / OVOC packages.....	19
EXHIBIT 10: Content of the IP DECT package	20
EXHIBIT 11: Content of the SV9100 CP20 Demo/Test system	21
EXHIBIT 12: Content of the SL2100 Demo/Test system.....	23

Terms & Conditions

This agreement is between NEC Nederland B.V. and a NEC Business Partner.

2. Definitions

- 1) Hardware Key Code (HWKC) is a unique software protection number with identification of a specific instance of a product.
- 2) License Generator means a software program for generating Licenses based on a valid HWKC. These Licenses enable usage of the Software.
- 3) Software mean all software in executable format protected by the HWKC, which is developed under the responsibility of NEC.
- 4) Business partner is an already officially registered Partner (signed Business Partner contract) at NEC.

3. Products under this agreement

- 1) Business ConneCT
- 2) MA4000 System Management & Expense Management
- 3) SIP@Net Software
- 4) CTI-application
- 5) SV9300
- 6) SV9500 Appliance and Standard Server Model
- 7) BX Series / OVOC
- 8) IP DECT
- 9) SV9100 CP20

4. Rights granted

- 1) The Business partner is granted a limited right to use the Software through a free-of-charge Licence generated for this HWKC, for the following purposes:
 - a. Product testing, training and product demonstration at Business partner premises;
- 2) At delivery, the free-of-charge License will be programmed in such a way that the Business partner can get access to the Software initially required. Content of
 - a. MA4000 Demo system see Exhibit 2.
 - b. the Business Connect Test system see Exhibit 3.
 - c. SIP@Net software see Exhibit 4
 - d. CTI Test Package see Exhibit 5
 - e. SV9300 Test package see Exhibit 6
 - f. SV9500 Appliance Model Test package see Exhibit 7
 - g. SV9500 Standard Server Model Test package see Exhibit 8
 - h. BX-series and OVOC package see Exhibit 9
 - i. IP DECT package see Exhibit 10
 - j. SV9100 CP20 Demo/Test see Exhibit 11
- 3) The right to a free-of-charge use of the Software will expire as soon as the Business partner uses the Software for purposes not mentioned Clause 2.1. If usage either by Business Partner or its Customer is required beyond the authorized purposes, NEC may invoice the existing License against the than actual sales price.

- 4) Per business partner:
- a. One free SIP@Net Demo/Test licence per HWKC type:
 - i. USB-dongle (aa0014SA.....) or HWKC based on Full Computer Name (aa0016HN....)
 - ii. CIE-2 board (aa0024IA.....)
 - iii. CPU3000 (aa0024IC.....)
 - b. One free MA4000 Demo/Test licence
Expansion of the demo licence with additional licences is allowed and can be achieved via a regular commercial order against regular prices.
 - c. One free Business ConneCT Test licence package
No expansions possible
 - d. One free CTI Package Test licence package
No expansions possible
 - e. One free SV9300 Test licence package
No expansions possible
 - f. One SV9500 Test licence per Model (Appliance and Standard Server Model)
No expansions possible
 - g. No limitation on BX-series and OVOC package
No expansion possible
 - h. 5 IP DECT Package
No expansion possible
 - i. One free SV9100 CP20 Demo/Test license
No expansion possible

5. General

- 1) The Business partner and/or its Customers are authorized to use the Software according to the standard End User Agreement listed in Exhibit 1.
- 2) NEC is entitled to visit Business partner /Customers premises to verify the presence and usage of the HWKC obtained by Business partner.
- 3) In case the HWKC is not valid anymore, the Business partner shall immediately inform NEC.

EXHIBIT 1: End User License Agreement

Version: 1.01

This End-User License Agreement ("EULA") is between Licensor and End-User.

1. Definitions

1.01 "Documentation" means the documentation and user manuals related to the Software published by Licensor

1.02 "End-User" means the entity that has purchased the license(s) for the use of the Software from Licensor via its supplier pursuant to the Purchase Agreement.

1.03 "Key" means any software license key or hardware key (e.g. a "dongle") furnished by Licensor to End-User to activate or validate the license and/or administer the license of the Software.

1.04 "Licensor" means NEC Nederland BV

1.05 "New Version" means any upgrade, update, bug fix, patch or other new version of the Software.

1.06 "Notices" means any trademark, logo, copyright, legend, symbol, label or other proprietary notice.

1.09 "Open Source Software" means any software that is licensed under Open License Terms.

1.10 "Open License Terms" means any terms in any license agreement or grant that require as a condition of use, modification and/or distribution of a work that:

1. Source code will be made available, and/ or
2. Permission will be granted for creating derivative works, and/or
3. A royalty-free license is granted to any party under any intellectual property rights regarding that work and/or any other work that contains, is combined with, requires or is based upon that work.

1.11 "Purchase Agreement" means the agreement between End-User and its supplier, pursuant to which End-User purchased the license(s) for the use of the Software. To the extent that there is a conflict between the terms of this EULA and the terms of the Purchase Agreement, the terms of this EULA shall prevail between End-User and Licensor.

1.12 "Software" means any of the software for which End-User has purchased (a) license(s) and which has been furnished directly or indirectly by Licensor to End-User. The Software shall include the Documentation, Keys and (subject to Section 4.03) any New Versions of the Software furnished by Licensor to End-User. The Software may include or contain third party software, such software being subject to different and/or additional terms and conditions. Any such different and/or additional terms and conditions applicable in connection with the use of the Software furnished by Licensor is made part of this EULA and is incorporated herein by reference.

2. License Grants

2.01 Subject to the terms and conditions of this EULA, Licensor hereby grants, and End-User hereby accepts, a limited, non-exclusive, non-transferable, non-assignable license to install and use the Software, in machine readable form, for the internal business purposes of End-User in the type and quantity as purchased and paid for by End-User to its supplier. Each license type grants End-User the right to use the Software within different restrictions. For example, certain license types may restrict the use of the Software to a (specified) single system and other types may restrict the number of concurrent users or the scale of the system. The type of license purchased by End-User shall be evidenced by the invoice issued by the supplier of the End-User making reference to the license. Licensor reserves all rights not expressly granted herein.

2.02 Licensor and/or its suppliers shall retain title and all intellectual property and other proprietary rights in and to the Software and the media on which the same is furnished (and all copies of the foregoing) and no right, title or interest to the intellectual property rights in the Software is transferred to End-User. End-User will not remove, alter, or obscure any Notices of Licensor or its suppliers on or in the Software.

3. License Restrictions

3.01 End-User may make a reasonable number of non-activated copies of the Software for back-up purposes and a number of copies of the Documentation as reasonably necessary for the authorized use of the Software, provided such copy(ies) shall contain all Notices set forth on or in the original copy.

3.02 Except as expressly permitted in this EULA or any applicable laws, or to the extent applicable laws specifically prohibit any of the following restrictions, End-User may not: (i) copy the Software, (ii) modify, translate or create any derivative works of the Software (except to the extent such modification capability is an intended feature of the Software), (iii) cause or permit decompilation, disassembly, reverse engineering, or otherwise attempting to derive the source code for the Software), (iv) merge the Software with other software programs except through an authorized integration interface, (v) redistribute, encumber, timeshare, sell, rent, lease, sublicense, loan or otherwise transfer rights in or to the Software or use the Software to provide "bureau services" or application services to third parties, or (vi) remove or alter any Notices on or in the Software.

3.03 If End-User is a European Union resident and intends to decompile the Software to obtain information necessary to achieve interoperability with other programs within the meaning of the EC Council Directive 14 May 1991 (91/250/EC) on the legal protection of software ("Directive"), End-User shall give Licensor at least 30 days prior notice of such intent and its requirement for information related to the interoperability of the Software with other programs. End-User agrees in such case to request such information from Licensor and, upon such request, Licensor will produce the information to End-User within a reasonable time and on

reasonable conditions to the extent that End-User has the mandatory right under the Directive or applicable local laws of any European Union jurisdiction to obtain such information to achieve interoperability. Such information shall, however not be used by, or on behalf of End-User for any purpose other than to achieve interoperability as referred to above.

3.04 End-User agrees not to perform, and End-User's rights under this EULA are conditional upon End-User not performing, any actions in a manner that would require or cause, or purport to require or cause, any Software and/or any derivative work thereof to be licensed under Open License Terms or otherwise grant, or purport to grant, any third party any rights to or immunities under Licensor's or its suppliers' intellectual property or proprietary rights in the Software. These actions include, without limitation: (i) Combining the Software or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise; or
(ii) Distributing the Software or a derivative work thereof with Open Source Software; or
(iii) Using Open Source Software to create a derivative work of the Software or a derivative work thereof, insofar as these actions would require the Software or a derivative work thereof to be licensed under Open License Terms.

4. Installation and Additional Services

4.01 Licensor shall not be responsible, nor liable for the correct installation and configuration of the Software unless explicitly otherwise agreed or unless the Software is pre-installed on any hardware (indirectly) supplied by Licensor. If the Software is distributed on a media containing multiple versions of the Software for use on different operating systems, End-User may use only one version of the Software.

4.02 There may be technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software and End-User may be required to activate the licensed Software in accordance with the Documentation and/or Licensor's instructions. End-User agrees that Licensor and its suppliers may use those technological measures and End-User agrees to follow any requirements regarding such measures. End-User may be required to reactivate the Software if the computer hardware or software is modified. Keys may only be used with the Software for which it is provided. While Licensor, in its sole discretion, may provide End-User with the applicable Key prior to receipt of the applicable license fees, End-User will remain obligated to pay such fees.

4.03 In case End-User acquires any New Versions, they will be considered part of the Software and licensed under the terms of this EULA unless and to the extent Licensor specified in writing that such New Versions are licensed under different or additional (license) terms. New Versions may be subject to additional license fees. A New Version provided to replace an earlier version of the Software is provided to End-User on a license exchange basis. End-User agrees in such case to destroy or return the replaced earlier version of the Software.

4.04 In case Licensor, if agreed upon with End-User, performs (or allows a third party to perform) remote diagnostics to investigate any reports by End-User of suspected bugs or errors in the Software and/or performs any maintenance or other support services via remote telecommunications, End-User will provide Licensor and/or such third parties with reasonable access via remote telecommunications to its network and computers to the extent necessary to enable them to perform such remote services. In case of such remote services, Licensor shall not be liable for any loss of data, but shall maintain and shall cause such third party to, a reasonable level of confidentiality with respect to any data of End-User to which Licensor (or such third party) has access through such remote services.

5. Warranties; Disclaimer of Warranties

5.01 Licensor warrants that the Software, when correctly installed and maintained, shall operate substantially in conformance with the accompanying written Documentation furnished by or on behalf of Licensor. Unless a different warranty period is contractually agreed upon in writing, the warranty period shall be 3 months as from the date of activation of the Software to End-User. Licensor's sole and exclusive obligation for any breach of the foregoing warranty shall be to use commercially reasonable efforts to in Licensor's sole discretion; either (i) remedy any nonconformities in the Software in order to cause the Software to operate substantially in conformance with the accompanying written Documentation, or (ii) replace the Software or part thereof with functionally equivalent software, or, if performing the foregoing alternatives is not commercially reasonable take back the Software against repayment of the price, taking into account a reasonable depreciation since the start of the license granted hereunder. In no event shall the foregoing warranty apply: (i) in case the Software has been modified from its original form as furnished by Licensor or (ii) to Software that is not up-to-date with New Versions released by Licensor or its suppliers, (iii) to difficulties or defects that are not reproducible or that are due End-User's hardware, other software, environment, operating systems or other causes external to the Software, (iv) to difficulties or defects that are due to End-User's misuse or any viruses or any other malicious external code. Any unauthorized modifications to the Software shall void this warranty. Licensor shall not be obligated to remedy any cosmetic or minor nonconformities.

5.02 Neither Licensor nor its suppliers warrant that the functions contained in the Software will meet the requirements of End-User or that the operation of the Software will be uninterrupted or free from bugs, errors, viruses or security issues.

5.03 Licensor provides Software which includes features to support the prevention of security breaches and fraudulent mis-use of the designated computer. However, for the avoidance of doubt, the End-User retains ultimate and sole responsibility for security and fraud prevention.

5.04 THE WARRANTY SET FORTH IN SECTION 5.01 IS IN LIEU OF ALL OTHER WARRANTIES. OTHER THAN THE WARRANTY SET FORTH IN SECTION 5.01, LICENSOR DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, ACCURACY, CORRECTNESS, USE OR APPLICATION AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE.

6. Confidentiality

6.01 The Software (including, without limitation, its structure, sequence, user interface and source code) and any other related materials furnished by Licensor contain valuable and confidential information ("Confidential Information") proprietary to Licensor and/or its suppliers. End-User agrees to hold all Confidential Information in confidence and to protect the Software and other Confidential Information against unauthorized disclosure or use with the same degree of care as it protects its own highly confidential or proprietary information, but in no event with less than reasonable care. The Confidential Information shall not include any information which: (i) is already in End-User's possession at the time of delivery of the information by Licensor, (ii) becomes part of the public domain through no act or omission of End-User; or (iii) is lawfully received by End-User from a third party without any breach of confidentiality and without any obligation of confidentiality.

6.02 End-User acknowledges that any actual or threatened use or disclosure of the Confidential Information in any manner inconsistent with the provisions of this EULA may cause Licensor and/or its suppliers irreparable harm for which monetary damages would be inadequate. End-User further agrees that Licensor and its suppliers shall be entitled to seek injunctive or other equitable relief to prevent or restrain such (actual or threatened) use or disclosure in addition to any other remedies.

7. Infringement Indemnity

7.01 Licensor shall defend against and, at Licensor's sole option, settle any claim, action or proceeding brought or instituted against End-User ("Claim") that the Software furnished hereunder infringes any third party patent, copyright, trademark or trade secret, and Licensor will pay any costs related to the defence against such Claim, provided that End-User (i) notifies Licensor promptly in writing of any such Claim or proceeding, (ii) gives Licensor full and complete authority, information and assistance to defend such Claim, and (iii) gives Licensor control of the defence and settlement of any such Claim. If End-User's use of the Software becomes, or in Licensor's opinion, is likely to become, the subject of an infringement claim, or is held to infringe any third party patent, copyright, trademark or trade secret, Licensor may, at its option and expense, either (a) procure for End-User the right to continue using the Software, or (b) replace or modify the same so that it becomes non-infringing (provided that the replacement or modified Software has substantially comparable functionality to the original Software) or, (c) in the event the foregoing alternatives are not commercially reasonable, terminate this EULA to the extent it relates to the infringing Software. Licensor and its suppliers shall have no liability or obligation for any such Claim if such Claim results from: (i) End-User using a version of the Software other than the most current version of the Software made available to End-User, (ii) any modification or enhancement of or to the Software, (iii) compliance with End-User's designs, specifications or instructions, (iv) any unauthorized use of the Software, (v) any combination of the Software with any other software program or any hardware or data, (vi) any use not in accordance with the Documentation or for any purpose not intended by Licensor, or (vii) any open source technology incorporated in or provided with the Software.

7.02 THIS SECTION 7 STATES THE ENTIRE LIABILITY OF LICENSOR AND ITS SUPPLIERS AND END-USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OR ACTION FOR INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT REGARDING THE SOFTWARE.

8. Limitation of Liability

8.01 Subject to Section 8.02 and 8.03, Licensor shall only be liable under or in connection with this EULA or the Software for damage that arises as a direct and immediate result of Licensor's default to comply with the terms of this EULA.

8.02 Licensor's entire aggregate liability under or in connection with this EULA or the Software, for any reason(s) or upon any cause(s) of action whatsoever, shall not exceed the license fee paid by End-User at the time such liability would arise, for the particular Software program which gave rise to the claim, provided that Licensor's liability for bodily injury (including death) or damage to tangible personal property shall be limited to Euro 1 million.

8.03 Licensor will not be liable to End-User or any other person, under any circumstances or under any legal theory, whether in tort, contract, or otherwise, for any indirect, consequential, exemplary, special or incidental damages, including, without limitation, damages for "downtime", loss of business, profits or revenues, additional costs, business interruption or loss of data arising out of or in connection with the use or inability to use the Software, or the provision of or the failure to provide services or otherwise in connection with this EULA, even if Licensor or its suppliers have been advised of the possibility of such damage or if such damage was reasonably foreseeable. No supplier of Licensor shall have any liability to End-User for loss or damage arising out of or in connection with the Software or this EULA.

9. Termination

9.01 Licensor may terminate this EULA in whole or in part, effective immediately upon written notice to End-User: if

(a)) End-User breaches any provision of this EULA and such breach cannot be remedied, or, if remediable, End-User does not cure the breach within thirty (30) days after receiving written notice to that effect from

Licensor,

- (b) if End-User becomes insolvent or is unable to pay its debt as due, enters into or files (or has filed or commenced against it) a petition in bankruptcy or is the subject of a petition in bankruptcy or debtor's relief law, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or a receiver or trustee is appointed for End-User or its property,
- (c) End-User is dissolved or liquidated,
- (d) The execution or other judicial seizure of all or a significant portion of End-User's assets is announced as such,
- (e) End-User ceases to do business, or (f) in accordance with Section 7.01 (c).

This EULA shall automatically be terminated if the Purchase Agreement is terminated for any reason whatsoever. Termination of this EULA shall be in addition to, and not in lieu of, any other remedies available at law, under this EULA. Any breach by End-User under the Purchase Agreement shall be deemed a breach under this EULA.

9.02 Upon termination of this EULA for any reason, all licensed rights related to the Software which are covered by the terminated (part of this) EULA will immediately be terminated, and End-User must promptly discontinue all use of such Software and return to Licensor, at End-User's expense, all copies of the Software in End-User's possession and erase all copies of the Software from End-User's computer(s).

9.03 Sections 1, 2.02, 6, 7, 8, 9 and 10 and any other provisions hereof which are destined, whether expressed or by their nature, to survive the termination of this EULA, shall so survive termination of this EULA for any reason whatsoever. Under no circumstances will End-User, in the event of a termination of this EULA in accordance with this Section 9, be entitled to a refund of any license fees.

10. Miscellaneous

10.01 Compliance with Laws. End-User will comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, End-User will not export or re-export the Software without all required applicable United States and other national and international government licenses and/or permits and shall not export or re-export to a country outside the European Union without the written consent of NEC.

10.02 Third party beneficiary. End-User understands that (portions of) the Software may be licensed from Licensor's suppliers. End-User irrevocably agrees that, to the extent that the provisions of this EULA relate to such third party software (including, without limitation, the Sections 1, 2, 3, 4.02, 4.04, 5, 6, 7.02, 8.03 and 10), such provisions are expressly made also for the benefit of such third parties and may be directly enforced by such third parties on their own behalf in addition to Licensor.

10.03 Assignments. End-User may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this EULA to any third party without Licensor's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Licensor may assign or transfer its rights and obligations hereunder to any other member of the NEC group of companies or an acquirer of the majority of its assets or shares.

10.04 Governing Law and Venue. This EULA is governed by the laws of The Netherlands, without giving effect to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA. In case of any disputes resulting from or arising in connection with this EULA the competent court of the city of Amsterdam, The Netherlands shall have non-exclusive jurisdiction, provided that any action, suit or proceeding by End-User against Licensor shall be exclusively brought in aforementioned court.

10.05 Remedies. Licensor's rights and remedies (including, the right to terminate this EULA pursuant to Section 9.1) under this EULA are cumulative and do not exclude any rights and remedies available under applicable law.

10.06 Waivers. No waiver by Licensor of any breach of any condition or term hereof shall be effective unless it is in writing and no failure or delay by Licensor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10.07 Severability. If any provision of this EULA is unenforceable or (declared) invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the maximum extent allowed under applicable law and the remaining provisions will continue in full force and effect.

10.08 Time Limitation. No action arising out of this EULA may be brought by End-User more than one (1) year after the cause of action arose.

10.09 Amendments. Licensor is entitled to amend the content of this EULA for practical or obligatory legal reasons without the consent of the End-User, to the extent the rights and obligations of End-User are not unreasonable affected.

10.10 References. All references in this EULA or in related documentation to the "sale" or "purchase" of Software shall mean the granting of licenses to Software to End-User subject as granted under this EULA.

10.11 Entire Agreement. Any varying or additional terms on any purchase order or other document issued by End-User shall not be binding on Licensor except only to the extent expressly accepted and agreed in writing by Licensor.

EXHIBIT 2: Content of the MA4000 System Management & Expense Management demo system

The Demo licence package with partslist number EU910057 contains the following functionality:

Part number	Part name	Function / Description	Feature Code	Lic Qty
391590	MA4000 Exp Mngt ENT base lic	Expense Management ENT BSO	EMENTBSO	1
		Additional Data Source	EMCADS	255
		Additional Language - Spanish	EMLANGSP	1
		Additional Language - French	EMLANGFR	1
		Additional Language - Italian	EMLANGIT	1
		Additional Language - German	EMLANGGR	1
		Additional Language - Dutch	EMLANGDU	1
391512	MA4000 Exp Mngt ENT Devices lic	Billing Entity ENT	EMENTBIL	200
391549	MA4000 Exp Mngt Mobile Device lic.	Mobile connected devices	EMMBLDV	50
391533	MA4000 Exp Mngt TR-100 acc lic	Tenant Resale	EMBILLBA	1
391534	MA4000 Exp Mngt Budget Management lic	Budget control	EMBUDGET	1
391535	MA4000 Exp Mngt PCM-100 user lic	Mark Private	EMMARKCA	1
391536	MA4000 Exp Mngt AM-5000 assets lic	Asset Management	EMASSET	1

Part number	Part name	Function / Description	Feature Code	Quantity (max)
390913	MA4000 cust DB Lic	MA4000 cust DB lic	MACUSTDB	1
390909*	MA4000 Version 11 Lic	Allow version 11	MAVER110	1
390922	MA4000 IPS/SV8300 Extension Lic	MA4000 IPS Extension Lic (1)	MASV8E	200
390927	MA4000 IPS/SV8300 Assistant Lic	MA4000 IPS Assistant License (1)	MASV8A	5
390924	MA4000 IPX/SV7/SV85 Extension Lic	MA4000 IPX Ext Lic (1)	MASV7E	200
390928	MA4000 IPX/SV7/SV85 Assistant Lic	MA4000 IPX Assistant Lic (1)	MASV7A	5
391998	MA4000 SIP@Net Extension Lic	iS3000 Extension	MAIS3E	200
390939	MA4000 VM Ext. Licence	Voicemail Extension License (1)	MAVMSB	200
390931	MA4000 LAPS Ext Lic	MA4000 LAPS Ext Lic (1)	MALDAPR	200
390934	MA4000 Clipboard Option	Clipboard Option (1)	MACLPBRD	1
390936	MA4000 Auth. Code unl. Lic	Authorization Code Management (+250)	MAAUTH	1
390940	MA4000 Traffic Management	MA4000 Traffic Management (1)	MATRAFFC	1
390941	MA4000 Hotel Management	Hotel Management	MAHOTEL	1
EU910002	MA4000 SIP@Net Utility Lic	iS3000 Management (DECT, OM, Ann)	MAISUTIL	1

* When a new version is officially announced released via DA, also the package will automatically be updated on the HWKC

EXHIBIT 3: Content of the Business Connect Test system.

The partnumbers will depend on which type of communication platform the system will be connected.

The Demo licence package with partslist number EU910086 contains the following functionality:

Part number	Part name	Function / Description	Quantity (max)
960026173000	BCT Employee - 1 Lic.	License per Employee, static usage license. Offers the Employee user interface. Provides features such as call control, Presence profile, Reachability, Integrated Voicemail, Personal auto attendant, Multiple Directories, Incoming call contact info pop up, Call log / missed calls / last dialed / answered numbers. This licenses also enables the BCT Mobile Client, BCT XML Client and Essential Employee Client.	200
960026428000	BCT Essential Employee Lic.	License per Essential Employee, static usage license. Provides user access to the Essential Employee Web Client with Directory, Click-to-dial and phone settings.	200
960026489000	BCT UCC Employee Lic.	License per UCC Employee, static usage license. Provides the user access to the BCT UCC Client with features such as Softphone, 2 party Audio+Video+IM conversations, 6 party Audio+Video+IM Conferencing, Tele conferencing with up to 32 participants, Presence, Voicemailbox, Directory access, Call log / missed calls / last dialed / answered numbers. The UCC Client runs in a webbrowser for Windows/Linux PC and iMac and via an APP on iPhone, Android Phone, iPad and Android Tablet.	100
960026175000	BCT VM to Email Intr. Lic.	Functional license (on/off). Allows for voicemails to be automatically forwarded as an attachment to the Employees email address.	1
960026176000	BCT Voicemail Only User Lic.	License per Voicemail only user, static usage license. As an alternative to the Employee this user only has a voicemail box. The user manages his voicemail via a telephone set; not via the BCT client.	200
960026172000	BCT Operator Lic.	License per Operator, concurrent usage. Offers the Operator user interface. Provides features such as call control, Queue handling, Multi-tenant, Day/night mode with overflow, Presence information, Operator reachability, Simple and fast call handling, Free seating.	50
960026177000	BCT Agent - 1 Lic.	License per Agent, concurrent usage. Offers the Agent user interface. Provides features such as call control, Queue information, Longest idle routing, Call information display, Agent reachability, Group display, Multiple Directories, Call log/missed calls/last dialed/answered, Free seating.	100
960026178000	BCT Phone Based Agent Lic.	License per Phone Based Agent, concurrent usage. As an alternative to the Agent this user uses his telephone set for call handling, logon/off and ready/not-ready settings. This user does cannot use the BCT client.	100
960026179000	BCT Auto Attendant / IVR Lic.	Functional license (on/off). Allows handling or routing calls based on interactive menu's.	1
960026180000	BCT Agent - Skillbased Routing Lic.	Functional license (on/off). Allows call routing based on agent skills in addition to longest idle routing.	1
960026181000	BCT Agent - Outbound Lic.	Functional license (on/off). Allows automatic dialing of outbound campaigns.	1
960026182000	BCT Agent - Email Routing Lic.	Functional license (on/off). Allows routing of emails based on the senders' and "to" address, keywords in the message subject and body. Emails are handled in the customers POP-3/SMTP compatible email application e.g. MS Outlook / Lotus Notes.	1
960026183000	BCT Identification Routing Lic.	Functional license (on/off). Allows routing calls based on customer identification either via the called number, caller number (CLI) or digits entered by the customer.	1
960026431000	BCT Web Callback Lic.	Functional license (on/off) Allows visitors of websites to request a callback from a contact center Agent.	1

Part number	Part name	Function / Description	Quantity (max)
EU910081	BCT Web Chat Lic.	Functional license (on/off). Allows visitors of websites to chat with a Contact Center Agent.	1
960026184000	BCT Programming Interface Lic.	Functional license (on/off) Allows external applications to control the BCT call flow. Requires certification.	1
960026188000	BCT Wallboard Lic.	Allows configuration and operational use of LED wallboards.	1
960026432000	BCT Soft Wallboard Lic.	A Soft Wallboard can be used for displaying real-time contact center statistics and textual messages to contact center staff on any screen connected to a PC by making use of MS PowerPoint. A license is required per concurrent running soft wallboard.	1
960026185000	BCT Supervisor Lic.	License per Supervisor, concurrent usage. Offers the Supervisor user interface. Provides features such as Daily change management (agents, groups), real-time status monitoring via Dashboard and Floor plan. Historical reporting via a basic summary report.	1
960026186000	BCT Supervisor Full Reporting Lic.	Functional license (on/off). Allows access to the full range of reports.	1
960026187000	BCT Additional Language Lic.	License per additional language, concurrent usage. License is claimed when an extra language is provided to the users by the system administrator. The 1st language (any) does not require a license.	1
960026433000	BCT Call Recording Lic.	Functional license (on/off). Ad-hoc call recording enables Operators and Agents to start recording their current call at any time from their BCT Desktop Client. Recorded calls can be accessed via a separate tab in the BCT Desktop Client for Agents and Operators. Call Recording requires VMP or Dialogic board ports in the BCT Server (1 port per concurrent recording) to record the media files. Call Recording uses 3-Party conference resources in the PBX (3 ports per concurrent recording). Functional license (on/off).	1
960026174000	BCT Calendar Integration Lic.	Functional license (on/off). Allows Employees to use their MS Outlook Calendar to automatically set their active presence profile (Out of office / Present / Present in a meeting). Each Employee can personally choose to use the built-in BCT weekly calendar or their Outlook calendar. Allows Operator to retrieve detailed Exchange Calendar information of other BCT users.	1
EU910085	BCT-3C Server Failover Lic.	Functional license (on/off). Required to switchover BCT to a secondary 3C server.	1
960026434000	BCT VMP Port Lic.	Voice Media ports are used for voicemail, playing announcements to queued callers and to interact with callers e.g. in the Auto Attendant and Identification module	50
EU90xxxx	BCT x.x Platform		
	1 x 960026189000 Business Connect Application Lic.		1
	1 x EU910xxx BCT Rx Platform Lic.		1
960026406000	BCT Voice Server Failover Lic.	Functional license (on/off). Required to switchover BCT to a redundant or standby Voice Server. For SV7000/SV8500 Fusion (FCCS) network with Location Diversity or SIP@Net.	1
EU910089	BCT CRM Integration Lic.	License per User Required for BCT Salesforce integration	100
EU910093	UC Connector Lic	UC Connector License – Authorizes MS Skype for Business users to answer, click to call, drag & drop calls, hold, transfer, conference, on call presence and send DTMF for voice communications. 1 license is required per user. BCT Platform Licence is required.	200
EU910088	BCT Ext. Presence Integration Lic.	Functional license (on/off). Required to retrieve Skype for Business Presence for BCT Clients	1
EU910096	BCT Post Call Survey	Functional license (on/off). Provides Post Call Survey to take place after normal call treatment. It is typically used to determine whether customers are satisfied with their contact center experiences. This feature lets you configure a call flow that, after the agent disconnects from the caller, optionally sends the call to the Post Call Survey module.	1

** When a new version is officially announced released via DA, also the package will automatically be updated on the HWKC*

EXHIBIT 4: Content of the SIP@Net software package

The Package opens up for all SIP@Net features/licences for a two year period.

EXHIBIT 5 Content of the CTI Test package

The Test licence package with partslist number EU910087 contains the following functionality:

Part name	Lic Qty
CTI 3 Platform Lic	1
SOPHO CTI Application Licence	1
CTI External appl. Link Licence	2
CTI External appl. Seat Licence	200
CTI Desktop appl. Link Licence	2
CTI Desktop appl. Link Licence	200

EXHIBIT 6: Content of the SV9300 Test system

The Demo licence package with partslist number EU902047 contains the following functionality:

Part name	Function / Description	Feature Code	Lic Qty
DEM93 SYS HW MIGRATION LIC	SV9300 Demo - Hardware Migration	CA0153	1
DEM93 SYS DUAL CPU OPTION LIC	SV9300 Demo - Dual CPU	CA0145	1
DEM93 SYS FAILOVER OPTION LIC	SV9300 Demo - Failover	CA0148	1
DEM93 IP PHONE-1 LIC	SV9300 Demo - Client DtermIP/DT700 series	CA0104	32
DEM93 STD SIP PHONE-1 LIC	SV9300 Demo - Standard SIP Terminal	CA0106	10
DEM93 SOFTPHONE-1 LIC	SV9300 Demo - SP30/SP350	CA0107	10
DEM93 SIP TRUNK CH-1 LIC	SV9300 Demo - SIP Trunk Channels	CA0110	10
DEM93 P2P-CCIS TRUNK CH-1 LIC	SV9300 Demo - P2P CCIS Channels	CA0111	10
DEM93 REMOTE UNIT-1 LIC	SV9300 Demo - Number of Remote Links (Unit)	CA0112	1
DEM93 MOBILITY ACCESS-1 LIC	SV9300 Demo - Mobility Access Licenses	CA0113	10
DEM93 SYS CCIS NETWORK OPTION LIC	SV9300 Demo - CCIS Feature	CA0114	1
DEM93 SYS HOTEL/MOTEL OPTION LIC	SV9300 Demo - PMS License	CA0115	1
DEM93 SYS OAI LIC	SV9300 Demo - OAI	CA0119	1
DEM93 CONF PORT-8 LIC	SV9300 Demo - Embedded Conference (32 Party)	CA0142	1
DEM93 SYS IP ENCRYPTION OPTION LIC	SV9300 Demo - VoIP Encryption	CA0146	128
DEM93 SYS VERSION 4 LIC*	Version Lic	SY0105	1

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EXHIBIT 7: Content of the SV9500 Appliance Test system

The Demo licence package with partslist number EU900152 contains the following functionality:

Part name	Function / Description	Feature Code	Lic Qty
DEMO95 Lic Sys Option CCIS (E1)	Demo License SV9500 for NW(CCIS/Cygnus Link)	4A4	1
DEMO95 Lic Sys Option Loc Div	Demo License SV9500 for Location Diversity	4A5	1
DEMO95 Lic Sys Option Hotel	Demo License SV9500 for HOTEL	4AA	1
DEMO95 Lic Client BASIC Voice	Demo License SV9500 for DT terminals and standard SIP	810	20
DEMO95 Lic Client NECsoftphone	Demo License SV9500 for DtermSP30 and DtermSP350	802	10
DEMO95 Lic Sys Option CCIS (IP)	Demo License SV9500 for P2P CCIS virtual Trunk channel	B01	30
DEMO95 Lic Client Mob. Access	Demo License SV9500 for Mobility Access	6A5	10
DEMO95 Lic Client ACD agent	Demo License SV9500 for ACD Agent	6A7	10
DEMO95 Lic Client UG50-Station	Demo License SV9500 for UG50 Station Client License 1 Port	806	32
DEMO95 Lic Client UG50-Trunk	Demo License SV9500 for UG50 Trunk Client License 1 Port	807	38
DEMO95 Lic GR Redundant Server	Geographic Redundancy - Redundant Appliance Server for	6AG	2
SV9500 Lic GR Redundant Std Server	Demo Geographic Redundancy - Redundant Standard Server	6AM	18
DEMO95 Lic GR Remote Server	Geographic Redundancy - Remote Appliance Server for Demo	6AH	2
SV9500 Lic GR Remote Standard Server	Geographic Redundancy - Remote Standard Server	6AN	2
DEMO95 Lic GR Remote UG50 Server	Geographic Redundancy - Remote UG50 Server for Demo	6AP	1
DEMO95 Lic GR Resource 1-Port	Geographic Redundancy - Port Capacity (AP/SW) for Demo	6AJ	78
DEMO95 Lic GR Resource 1-Port (UG50)	Geographic Redundancy - Port Capacity (UG50) for Demo	6AQ	78
DEMO95 Lic SIP Trunk 1-Channel	SV9500 SIP Trunk Channel License for Demo	809	30
SV9500 Lic Sys Demo Appliance V4*	System License SV9500 Demo Appliance V4	245	1
SV9500 Generic Software-Appliance	SV9500 Generic Software for Appliance Server	001	1
SV9500 Lic Sys Capacity 384 Ports	System Capacity License for 384 ports	301	64

* When a new version is officially announced released via DA, also the package will automatically be updated on the HWKC

OPTION FCCS Network:

(if none is chosen then the system is a stand alone system)

Option 1:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900089	DEMO95 Lic Sys Option FCCS (NCN)	Network Control Node		1
EU900097	DEMO95 Lic Sys Opt. OAI/ACD FCCS	Network Control Node		1

Option 2:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900090	DEMO95 Lic Sys Option FCCS (LN)	Location Node		1
EU900097	DEMO95 Lic Sys Opt. OAI/ACD FCCS	Location Node		1

Other Options:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900096	DEMO95 Lic Sys Option Encryption	Encryption		1
EU900127	DEMO95 Lic Sys Option SORM	SORM (Russian only)		1

EXHIBIT 8: Content of the SV9500 Standard Server Test system

The Demo licence package with partslist number EU900153 contains the following functionality:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900096	DEMO95 Lic Sys Option Encryption	Encryption		1
EU900127	DEMO95 Lic Sys Option SORM	SORM (Russian only)		1
Part name		Function / Description	Feature Code	Lic Qty
DEMO95 Lic Sys Option CCIS (E1)		Demo License SV9500 for NW(CCIS/Cygnus Link)	4A4	1
DEMO95 Lic Sys Option Loc Div		Demo License SV9500 for Location Diversity	4A5	1
DEMO95 Lic Sys Option Hotel		Demo License SV9500 for HOTEL	4AA	1
DEMO95 Lic Client BASIC Voice		Demo License SV9500 for DT terminals and standard SIP	810	20
DEMO95 Lic Client NECsoftphone		Demo License SV9500 for DtermSP30 and DtermSP350	802	10
DEMO95 Lic Sys Option CCIS (IP)		Demo License SV9500 for P2P CCIS virtual Trunk channel	B01	30
DEMO95 Lic Client Mob. Access		Demo License SV9500 for Mobility Access	6A5	10
DEMO95 Lic Client ACD agent		Demo License SV9500 for ACD Agent	6A7	10
DEMO95 Lic Client UG50-Station		Demo License SV9500 for UG50 Station Cient License 1 Port	806	32
DEMO95 Lic Client UG50-Trunk		Demo License SV9500 for UG50 Trunk Client License 1 Port	807	38
DEMO95 Lic GR Redundant Server		Geographic Redundancy - Reundant Appliance Server for Demo	6AG	2
SV9500 Lic GR Redundanct Std Server		Geographic Redundancy - Redundant Standard Server	6AM	18
DEMO95 Lic GR Remote Server		Geographic Redundancy - Remote Appliance Server for Demo	6AH	2
SV9500 Lic GR Remote Standard Server		Geographic Redundancy - Remote Standard Server	6AN	2
DEMO95 Lic GR Remote UG50 Server		Geographic Redundancy - Remote UG50 Server for Demo	6AP	1
DEMO95 Lic GR Resource 1-Port		Geographic Redundancy - Port Capacity (AP/SW) for Demo	6AJ	78
DEMO95 Lic GR Resource 1-Port (UG50)		Geographic Redundancy - Port Capacity (UG50) for Demo	6AQ	78
DEMO95 Lic SIP Trunk 1-Channel		SV9500 SIP Trunk Channel License for Demo	809	30
SV9500 Lic Sys Demo Software V4*		System License SV9500 Demo Software V4	24C	1
SV9500 Generic Software-Appliance		SV9500 Generic Software for Appliance Server	001	1
SV9500 Lic Sys Capacity 384 Ports		System Capacity License for 384 ports	301	64

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For Standard Server Test system, the following license shall be configured as well.

Part name	Function / Description	Feature Code	Lic Qty
DEMO95 Lic Virtualization Option	Virtualization Option License for SV9500 Standard Server Model	6A0	1

OPTION FCCS Network:

(if none is chosen then the system is a stand alone system)

Option 1:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900089	DEMO95 Lic Sys Option FCCS (NCN)	Network Control Node		1
EU900097	DEMO95 Lic Sys Opt. OAI/ACD FCCS	Network Control Node		1

Option 2:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900090	DEMO95 Lic Sys Option FCCS (LN)	Location Node		1
EU900097	DEMO95 Lic Sys Opt. OAI/ACD FCCS	Location Node		1

Other Options:

Part number	Part name	Function / Description	Feature Code	Lic Qty
EU900096	DEMO95 Lic Sys Option Encryption	Encryption		1
EU900127	DEMO95 Lic Sys Option SORM	SORM (Russian only)		1

EXHIBIT 9: Content of the BX-series / OVOC packages

The BX9000 includes standard the following evaluation licences:
3 SBC session, 3 Registered User (FEU) and 3 transcoding licences.

The BX9000 have the Demo licence package EU910107 valid for 90 days:

Part item	Description	Lic Qty
BE115425	BX9000-low	1
BE115433	BX9000-SBC-50-lic	1
BE115443	BX9000-SBC-100-User-lic	1
BE115494	BX9000-SBC-25-Trans-lic	1
BE117244	BX9000-LOW-OVOC-Lic	1
BE118610	BX9000-RTCP-XR-Lic	1
BE117235	BX9000-HTTP-RP-Lic	1

Note: There are no evaluation licences available in the BX500, BX800 or BX1000 neither there is the demo package.

OVOC have the Demo license package EU910113 valid for 90 days for its OVOC Express edition. Equivalent part items are listed below:

Part item	Description	Lic Qty
BE118327	OVOC-Express-VMW-Lic	1

EXHIBIT 10: Content of the IP DECT package

The IP DECT have the Demo licence package EU917105 with the following functionality:

Part item	Description	Lic Qty
EU917062	DAP Capacity Licence	2
EU917027	DMLS Messaging Licence	2
EU917028	DMLS Location Detection Licence	2
EU917005	DAP Controller Redundancy Licence	1
EU917006	DAP Controller Local Survivability Licence	1
EU917012	I766Ex Licence	1
EU917029	Software upgrading till 31/12/2021	2

EXHIBIT 11: Content of the SV9100 CP20 Demo/Test system

The SV9100 comes with 4 free built in SIP extension, Sip Trunk and Mobile Extension licenses. The following are additional to these built in licenses.

The Demo licence package with part list number EU901005 contains the following functionality:

Part name	Function / Description	Feature Code	Lic Qty
DT900	Provides connection of a range of DT900, IP DECT (iSIP) and SP310. <i>Can also use the 4 built in DECT (iSIP) and SP310.</i>	5101	6
Standard SIP	Provides connection of ST500, IP DECT (STD SIP), GT210.GT890	5111	9
SP310 with InMail Integration	Provides SP310 connection.SIP).	5301, 5303, 5312	2
Hotel	Provides Hotel functionality, such as check-in, room status, etc.	0007	On
PMS	Provides Hotel functionality via PMS stream to external application.	0046	On
ACD P-Events	Provides P-Events to be used by InApps, MyCalls for real time call data and ACD information.	2101	On
ACD Agents	Provides up to 5 phones to use the ACD functionality,	2002	5
ACD Skill Based Routing/CallerID Marking	Provides the Skill Based Routing functionality for more refined call routing. Provides CallerID marking so caller is router to Agent	2105	On
ACD Whisper	Allows an ACD Supervisor to speak to an Agent without the Caller hearing.	2106	On
InGuard	Provides fully functional InGuard operation.	3512	On
InReports	Provides fully functional InReports operation.	3516	On
InFIAS	Provides fully functional InFIAS Interface.	3519	On
InHotel with 4 Rooms	Provides fully functional InHotel operation with 4 rooms.	3522, 3517	On/4
InUC Web Client	Provides fully functional InUC Web client for IM and presence for 5 clients.	0081	5
InUC Desktop Phone Control	Provides fully functional InUC Deskphone control for 5 clients.	0082	5
InUC Softphone	Provides fully functional InUC Browser Phone for 5 clients.	0084	5
InDECT	Provides fully functional InDECT Operation.	3518	On
MyCalls Desktop Lite	Provides fully functional MyCalls Desktop Lite functionality for up to 512 users.	7101, 7120, 7130, 7138, 7140, 7157	On
MyCalls Basic 1 year	Provides MyCalls one year license for Call Reporting.	7132, 7143, 7101	On

Part name	Function / Description	Feature Code	Lic Qty
1 st Party CTI (TAPI)	Provides a fully functional 1 st Party TAPI interface for up	0111	3
3 rd Party CTI (TAPI)	Provides a fully functional 3 rd Party TAPI interface.	0112	On
XMLPro	Provides a fully functional XML interface, required by InApps and MyCalls for auto configuration.	0041	On

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EXHIBIT 12: Content of the SL2100 Demo/Test system

The SL2100 CPU-C1 comes with 4 free built in Mobile Extension licenses.

The SL2100 CPU-C1-A comes with 4 free built in SIP extension, Sip Trunk and Mobile Extension licenses. Plus 4channel 2hour InMail voicemail.

The following are additional to these built in licenses.

The Demo licence package with parts list number EU901006 contains the following functionality:

Part name	Function / Description	Feature Code	Lic Qty
Hotel/Motel	Hotel functionality	0007	On
VoIP Encryption	VoIP Encryption	0030	On
XMLPro	Provides a fully functional XML interface, required by InApps and MyCalls for auto configuration.	0041	On
System PMS	Hotel Front of House output	0046	On
Remote Conference	Provides callers to dial into a conference bridge authenticated by Pin code	0047	1
InUC Web Client	Provides fully functional InUC Web client for IM and presence for 5 clients.	0081	4
InUC Desktop Phone Control	Provides fully functional InUC Deskphone control for 2 clients.	0082	2
InUC Softphone	Provides fully functional InUC Browser Phone for 2 clients.	0084	2
3 rd Party CTI (TAPI)	Provides a fully functional 3 rd Party TAPI interface.	0112	On
Email notification	InMail voicemail to email notification	1013	On
ACD Activation	Provides 8 ACD Groups & 20 Agents	2001	On
ACD P-Event	ACD event stream output	2101	On
InGuard	InApp InGuard – Toll Fraud protection	3512	On
InReports	InApp InReports – Call management & reports	3516	On
InHotel Room	Provides 4 InHotel rooms	3517	4
InHotel	InApp InHotel – Hotel Front of House application	3522	On
InDECT	Provides fully functional InDECT Operation.	3518	On
InFIAS	InApp InFIAS – external Hotel PMS system	3519	On
InOTA	Provides Online Travel Agent add-on to InHotel	3523	On
InAlert	InApp messaging to IPDECT handsets, add-on to InDECT	3528	On
IP Trunk	SIP trunk port	5001	4
SLNet	SLNet Networking	5091	1
IP Terminal	NEC/3 rd Party IP extension	5111	4
SP310 Softphone	SP310 Softphone client	5301	4
SP310 InMail integration	InMail feature integration for SP310	5312	2