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Santa Clara, CA 95002

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**By Title:**

**Date:**

**Your Company:**

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**Date:**

## END USER LICENSE AGREEMENT for TITAN (July 2019)

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20. **Force Majeure.** Except for Your duty to make payment for Software or Services, and except for Your unauthorized installation or use of Software, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent



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- a. Separate Signed Agreements. If You and an authorized representative of Versa have signed a valid separate written agreement governing Your use of any or all Software licensed from Versa, then with respect to that Software that signed agreement will take precedence over any inconsistent terms of this Agreement.
- b. Transition Rules. If You licensed any Software from Versa under a different End User License Agreement or a separate signed agreement, then this Agreement shall apply to that Software if and when, following posting of this Agreement at <http://www.versa-networks.com/support/docs/eula.html>, You either purchase additional License Metric units for the Software, renew the license at the end of the License Term, or purchase new License Grants.

22. **Complete Agreement & Modifications.** This Agreement together with the applicable SSA, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software and Support & Maintenance Services. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in subsection 24.a below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

- a. Future Modifications. Versa may at any time post on its website (or that of its affiliates) modifications or restatements of this Agreement, SSA, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the SSA. Any such modification shall govern the terms of Your license for any extension or renewal term of the license (or of any Subscription or Support & Maintenance Contract, as applicable), but only if that extension or renewal term or reinstatement period starts after posting of the modification. (See also section 8.d., above, regarding application of modifications of this Agreement to Updates.)

23. **Severability.** If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

24. **Notification.** Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in writing, Versa by email or by mail or courier to 6001 America Center Dr, Suite 400, Santa Clara, CA 95002 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Versa Customer Support at <http://www.versa-networks.com/support>. If You have no such user account, then notification shall be deemed given to You by emailing or sending by mail or courier notice to any office or contact email address for the Authorized Source from which You acquired Your license.

25. **Waiver.** The failure of Versa or Versa Authorized Partner to require Your performance of any provision of this Agreement shall not affect Versa's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

26. **Translations.** Translations of this Agreement may appear at <http://www.versa-networks.com/support/docs/eula.html>. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.

27. **Definitions.** The following definitions apply to capitalized terms used this Agreement:

- **"Agreement"** means this End User License Agreement.
- **"SSA"** means Versa Support Services Agreement.
- **"Approved Source"** is Versa or a partner, distributor or reseller authorized by Versa to distribute Software and Support & Maintenance Services in the territory in which You are located.
- **"Confidential Information"** is as defined in Section 12, above.
- **"Customer"** or **"You"** means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that (A) is the original end user purchaser of a license to the Software from an Approved Source, (B) accepts the terms of this Agreement, (C) is identified as "Customer" or "End User" in the applicable Proof of Entitlement, if any, and (D) has registered by name with Versa as end user of the Software.
- **"Preloaded Software"** means Software that is delivered pre-installed on Versa compatible hardware platforms, together with Updates for that Software.
- **"Versa Networks"** or **"Versa"** means Versa Networks, Inc.

- **"License Metric"** is a metric defined in Section 5 or, for some Software, Your MPA.
- **"Support & Maintenance Services"** for Software means the set of software maintenance services described in the Applicable SSA.
- **"Proof of Entitlement"** is a Versa order confirmation or other Versa-issued written or electronic confirmation of Versa's grant to You of a license. The Proof of Entitlement must identify You, the Software licensed, the license identifier, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased. The Proof of Entitlement must also indicate whether the license is a Subscription, the Term of License and, if it is a Special Purpose License, the kind of Special Purpose License. If the Special Purpose License is a Customer License, then The Proof of Entitlement must identify You, the Software licensed, the license identifier, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased or any additional entitlement information as defined in Your MPA.
- A **"Release"** is a particular object code image of a software product that is identified by a Release denomination starting with "x.y" followed by additional image identifying string. Commonly a Release denomination ends with "Rz" where "z" is a whole number. For example, Versa FlexVNF 16.1R2 is a Release of the Versa FlexVNF software product.
- **"Software"** means the software product identified in Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription or contract for Support & Maintenance Services.
- **"Special Purpose License"** means any of the licenses described in Section 6 of the Agreement.
- **"MPA"** means Your Master Purchase Agreement with Versa, if applicable.
- **"Subscription"** means a license to Software for a finite, fixed term of use that includes Your right to receive throughout the term of the Subscription and at no additional charge, support and maintenance services under the terms of the Applicable SSA.
- **"Subscription Action"** means an action taken on a Subscription License that results in a change in Subscription Status. For example, an Activate action changes the status of a Subscription License to Active and starts a subscription term.
- **"Subscription Status"** is the current subscription state.
- **"Update"** means software that is an upgrade, bug fix, patch or other revision of Software licensed hereunder that Versa makes generally available free of incremental charge to customers purchasing a Support & Maintenance Contract or Subscription. An Update may be a different revision of the Software that You originally licensed and, therefore, may have a different set of features and functionality.
- **"Version"** means one or more Releases of a particular software product with a common "x.y" denomination in the first two places of the Release identifier. For example, FlexVNF 16.1R2-S7 through FlexVNF 16.1R2-S9 are all Releases under the same Version, whereas FlexVNF 16.1R2 and FlexVNF 20.1 are Releases under different Versions.