

**END-USER LICENSE AGREEMENT
FOR
MYOFFICESUITE CLIENTS**

IMPORTANT—READ CAREFULLY

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Broadview Networks, Inc., a New York corporation having an address at 800 Westchester Avenue, Suite N501, Rye Brook, NY 10573, ("Broadview") for the MYOFFICESUITE CLIENT(S) Software, including related documentation, which accompanies this EULA ("Software"). If the Software is being purchased by or otherwise used on behalf of a corporation or other legal entity, then the terms "you" and "your" shall be understood to refer to such legal entity.

THE TERM "MYOFFICESUITE CLIENT(S)" SHALL INCLUDE MYOFFICESUITE WEB PORTAL, MYOFFICESUITE MOBILE APPLICATION, MYOFFICESUITE DESKTOP APPLICATION.

YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY INSTALLING, COPYING, OR USING ALL OR ANY PORTION OF THE SOFTWARE. IF YOU DO NOT AGREE, THEN DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCABLE AGAINST YOU. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT USE THE SOFTWARE.

THIS AGREEMENT PERTAINS TO SOFTWARE ONLY. THE SOFTWARE IS LICENSED NOT SOLD. THIS AGREEMENT DOES NOT PERTAIN TO ANY OTHER SERVICES PROVIDED BY BROADVIEW. ALL SUCH SERVICES ARE COVERED UNDER A SEPARATE AGREEMENT TO WHICH YOU MUST BE A PARTY IN ORDER TO USE THE SOFTWARE .

YOU JOIN WITH BROADVIEW IN ACKNOWLEDGING THAT THIS AGREEMENT IS SOLELY BETWEEN YOU AND BROADVIEW AND NOT ANY THIRD PARTY PROVIDER AND THAT YOU, NOT BROADVIEW OR ANY THIRD PARTY SUPPLIER, ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SOFTWARE.

1. AGREEMENT

1.1. Definitions. The following definitions apply to this Agreement. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulations, including without limitation patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide ("Intellectual Property Laws"). For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including, without limitation, any provisionals, substitutions, extensions, supplementary patent

certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.

1.2 Survival. Sections 5, 6, 8,9,10, 13, 16 and 17 of the Agreement shall survive the termination or expiration of the Agreement and remain in full force and effect thereafter.

1.3 Miscellaneous. This Agreement (including any addendum or amendment to this Agreement which is included with the Software) is the entire agreement between you and Broadview relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. To the extent the terms of any Broadview policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall control. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or application hereof, but are for convenience only.

2. GRANT OF LICENSE

2.1 License. Broadview hereby grants to you a non-transferable, non-sublicenseable, revocable, limited and non-exclusive license to possess and use the Software on a Compatible Device (as hereinafter defined) that You own or control in accordance with the terms and conditions of this Agreement.

2.2 Rights. Broadview grants you the following rights provided that you comply with all terms and conditions of this Agreement and all other agreements between you and Broadview:

2.2.1 License Grant for Remote Assistance. You may permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services.

2.2.2 Territory. The rights granted in this Agreement are limited to the contiguous United States. Accordingly, you and the equipment in Sections 2.2.1, 2.2.2, and 13 must physically reside within the contiguous United States.

2.3 Other Limitations. The rights granted herein are further subject to third-party Intellectual Property Rights and provisions of federal and state Intellectual Property Laws and other substantive laws.

2.4 Additional Software. The rights granted in this Agreement apply to updates, supplements, and add-on components of the Software, and technical/maintenance services related to Software, that Broadview may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms.

2.5 Reservation of Rights. You are granted no title, ownership or Intellectual Property Rights in or to the Software (including in or to the underlying source code) or Documentation, in whole or part. All

such Intellectual Property Rights shall remain in Broadview and/or in licensors to Broadview of programs provided within the Software. All copies of the Software (but not the media on which the copies are encoded) are owned by and remain the property of Broadview or its licensors. Broadview reserves the right to discontinue any and all technical/maintenance services provided to you or made available to you through the use of the Software.

3. THIRD PARTY SOFTWARE/LICENSES/LINKS/NETWORKS

3.1 General Requirements. The Software may contain, incorporate, integrate, or utilize software or otherwise interface with software licensed by Broadview from a third party ("Third Party Software"). You shall not use the Software except in conjunction with the Third-Party Software as an integrated product. You shall comply and do hereby agree to comply with all licenses, terms, and conditions applicable to the Third-Party Software.

3.2 Third Party Links. Broadview is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Broadview is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Broadview of the third-party site or service.

3.3 Data and All Other Third-Party Charges. All 3G/4G communications sent or received using the service over your carrier's network will be charged to you at your wireless carrier's data charges pursuant to your particular data plan and customer agreement with your carrier. You are solely responsible for these charges. Please check with your carrier regarding charges applicable to your account prior to using the service over your carrier's network. In addition, when you use the service, you may be making use of other third-party networks (including 3G/4G, Cellular/Mobile, commercial hotspots) beyond those of your carrier; as a result, third-party carrier airtime, roaming, access charges and surcharges may apply, for which you are solely responsible. Broadview is not responsible for these or any other costs you may incur by using your wireless carrier's or other third-party services.

3.4 You join Broadview in acknowledging that no third party supplier has any obligation to furnish maintenance and support services with respect to the Software.

4. ACTIVATION AND UPGRADES

4.1 Mandatory Activation. THERE MAY BE TECHNOLOGICAL MEASURES IN THE SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE SOFTWARE. You may not be able to exercise your rights to the Software under this EULA unless you activate your copy of the Software in the manner described during the launch sequence. To use the Software you must first manually open it on your Compatible Device. You may also need to reactivate the Software if you modify your computer hardware.

4.2 Upgrades. To use Software identified as an upgrade, you must be licensed for the Software identified by Broadview as eligible for the upgrade. After installing the upgrade, you may no longer use the original Software that formed the basis for your upgrade eligibility, except as part of the upgraded Software.

5. PROHIBITIONS

5.1 No Reconstruction or Modification. To the maximum extent permitted by applicable law, you shall not reverse engineer, decompile or disassemble the Software and where applicable law does not allow for the foregoing restriction, you are only permitted to reverse engineer, decompile or disassemble the Software for purposes expressly permitted by such law, including the development of interoperable software and/or hardware,.

5.2 Malicious Use. You may not use the Software or any services associated with the Software in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the services.

5.3 Separation of Components. The Software may include various applications and components. The Software is designed and provided to you as a single product to be used as a single product. You shall not unbundle the component parts of the Software for use on different computers and/or devices.

5.4 No Transfer. You shall not sell, lease, rent, lend, assign, transfer, sublicense, disseminate, adapt, modify, translate, duplicate, reproduce, syndicate, sub-syndicate, provide commercial hosting services, or copy the Software or any content or materials provided as a part of or in connection with the foregoing (or permit any of the foregoing) or disclose the Software or any information pertaining thereto to any other party without the prior written consent of Broadview.

5.5 Other Prohibitions. You shall not use or access (nor facilitate or enable any third party to use or access) the Software in any way not expressly permitted under this Agreement. For example, you shall not, and shall not allow any third party to: (a) remove, deface, obscure, or alter any copyright notice, trademark or other notice, branding, text, or image, affixed to or provided as a part of or in connection with the Software; (b) use the Software or any derivative works thereof for the purpose of developing or making available any product that will be owned by a third party or distributed under the trademarks or brand of a third party without Broadview's prior written approval; (c) use, copy, distribute or modify the Software, or any portion thereof, through any timesharing service, service bureau, network or other similar means; (d) duplicate any of the specific functionality or workflow of the Software; or (e) use the Software or any portion thereof in a manner that (1) is false, inaccurate or misleading; (2) infringes on any third-party's intellectual property rights; (3) violates any law, statute, ordinance, contract, regulation or generally accepted practice in all relevant jurisdictions, including without limitation the Third-Party Software; (4) is defamatory, libelous, threatening or harassing; or (5) may damage, interfere (or attempt to interfere) with, surreptitiously intercept or expropriate any system or data, including, without limitation, the Third Party Software.

6. INTELLECTUAL PROPERTY/CONFIDENTIALITY

6.1 Intellectual Property. Broadview reserves all rights not expressly granted to you in this Agreement. The Software and the trademarks associated therewith ("Trademarks") are protected by copyright and other Intellectual Property Laws and treaties. Broadview, or its licensors, own the title, copyright, and other Intellectual Property Rights in and to the Software and the Trademarks. You recognize the right, title and interest of Broadview, or its licensors, in and to the Software and the Trademarks, acknowledge that the Software and Trademarks and the registrations thereof are good, valid and enforceable in law and equity, and agree not to engage in any activities, directly or

indirectly, which may contest, dispute or otherwise impair the right, title or interest of Broadview, or its licensors in and to the Software and the Trademarks. You will not acquire or claim any right, title or interest in or to the Software or the Trademarks.

6.2 Confidential Information. The Software, whether provided in source code, object code form or in machine readable code, including without limitation, the specific design, structure and logic of individual programs, their interactions both internal and external, and the programming techniques employed therein are considered confidential and trade secrets of Licensor and/or its licensors (the “**Confidential Information**”), the unauthorized disclosure of which would cause irreparable harm to Licensor. Licensee shall use the same degree of care and means that it uses to protect its own information of a similar nature, and in any event, shall use best efforts to prevent the disclosure of Confidential Information to any third parties. Licensee shall not use, reproduce or distribute the Confidential Information other than for the purposes specifically `authorized by this Agreement. This confidentiality obligation shall continue to apply to the Confidential Information following the termination hereof, provided that the confidentiality provisions contained herein shall not apply to Confidential Information which (i) was known by Licensee prior to disclosure, as evidenced by its business records; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the confidentiality provisions contained herein; (iii) was disclosed to Licensee by a third party, provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; or (iv) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, provided that Licensee shall give all reasonable prior notice to Licensor to allow it to seek protective or other court orders.

6.3 Trademarks. This Agreement does not grant you any rights to trademarks or service marks of Broadview or any other party.

7. CONSENT TO USE OF DATA

7.1 Technical Information. You agree that Broadview and its affiliates may collect and use technical information gathered as part of the product support provided to you, if any, related to the Software. Broadview may use this information solely to improve its products or to provide services or technologies to you and will not disclose this information in a form that personally identifies you.

8. WARRANTY

8.1 Limited Warranty. Broadview warrants that the Software will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the date of receipt. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Any supplements, fixes or updates to the Software provided to you after the expiration of this thirty day (30) period are not covered by this limited warranty. This limited warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

8.2 Accident\Abuse. The limited warranty set forth in Section 8.1 is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus.

8.3 Disclaimer of Warranties. The limited warranty set forth in Section 8.1 is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the limited warranty, and to the maximum extent permitted by applicable law, Broadview and its third-party suppliers provide the Software and technical/maintenance support (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

8.4 Implied Warranty. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 (THIRTY DAYS (30)). AS TO ANY DEFECTS DISCOVERED AFTER THE THIRTY DAY (30) PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

8.5 Third-Party Software. YOU AGREE AND ACKNOWLEDGE THAT ALL THIRD-PARTY SOFTWARE IS PROVIDED ON AN "AS IS, WHERE IS" BASIS WITHOUT WARRANTY OF ANY KIND AND BROADVIEW DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO SUCH THIRD-PARTY SOFTWARE. BROADVIEW SHALL BE ENTITLED TO ALL WARRANTIES PROVIDED DIRECTLY BY THE MANUFACTURER OF SUCH THIRD-PARTY PRODUCTS TO END USERS. YOU SHALL PURSUE ALL CLAIMS RELATED TO THIRD PARTY PRODUCTS WITH THE APPLICABLE MANUFACTURER AND DO HEREBY IRREVOCABLY RELEASE BROADVIEW FROM ANY SUCH CLAIMS.

8.6 Third-Party Networks, Products and Services. BROADVIEW DOES NOT AND CANNOT CONTROL THE QUALITY OF OTHER PARTIES' NETWORKS, INCLUDING YOUR OWN NETWORK, TO WHICH BROADVIEW OR OUR SOFTWARE MUST INTERCONNECT. THEREFORE, BROADVIEW DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM THE PERFORMANCE, INCLUDING FAILURE, OF OTHER PARTIES' NETWORKS. Broadview is not responsible if you attempt, but fail, to make a call, or if your call is dropped or not received, because the network, including your own network, does not have adequate signal strength or bandwidth or is congested or otherwise impaired. Broadview assumes no obligation to provide support services for any third party products or services, including, without limitation, Compatible Devices, or for problems with our Software caused by such third-party products or services.

9. LIMITATION OF LIABILITY

9.1 Direct Damages. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Broadview and any of its third-party suppliers under any provision of this Agreement and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Broadview with respect to Section 8.1) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually paid (if any) by you for the Software or US \$5.00. The limitations, exclusions and disclaimers set forth in Sections 8 and 9 hereof shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9.2 Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BROADVIEW OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF BROADVIEW OR ANY SUPPLIER, AND EVEN IF BROADVIEW OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9.3 Exclusive Remedy. Broadview's and its third-party suppliers' entire liability and your exclusive remedy for any breach of the limited warranty set forth in Section 8.1 or for any other breach of this Agreement or for any other liability relating to the Software shall be, at Broadview's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, adjusted using a straight-line depreciation over 12 months for that period during which the Software was or could have been reasonably construed to be in acceptable use, with zero remaining value after 12 months of acceptable use or (b) repair or replacement of the Software, that does not meet the limited warranty and that is returned to Broadview with a copy of your receipt. You will receive the remedy elected by Broadview without charge, except that you are responsible for any expenses you may incur (e.g., cost of shipping the Software to Broadview). Broadview will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Broadview's warranty remedy procedures. To exercise your remedy, contact: Broadview Networks, Inc., Attn.: Software Returns, 1018 West 9th Avenue, King of Prussia, PA 19406.

9.4 Additional Remedies. Except for any refund elected by Broadview, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet limited warranty set forth in Section 8.1, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.

9.5 No Proprietary Rights Indemnity. YOU AGREE AND ACKNOWLEDGE THAT NEITHER BROADVIEW NOR ANY OF ITS THIRD-PARTY SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF ANY THIRD PARTY U.S. OR OTHER PATENT BY THE SOFTWARE AND NEITHER BROADVIEW NOR ANY OF ITS THIRD-PARTY SUPPLIERS SHALL HAVE ANY OBLIGATION TO DEFEND ANY SUCH CLAIM MADE AGAINST YOU OR TO PAY TO YOU ANY RESULTANT COSTS, EXPENSES OR DAMAGES.

10. INDEMNITY

10.1 Indemnification. You shall be solely responsible for the supervision, management and control of your use of the Software and related products and documentation. You hereby agree to defend, indemnify and hold harmless Broadview, its third-party suppliers and each of their respective affiliates officers, directors, agents and employees (“Indemnified Parties”) against any loss, liability, damages, costs or expenses suffered or incurred by the Indemnified Parties at any time as a result of any claim, action or proceeding arising out of or relating to your use, operation or implementation of the Software. For purposes of this Agreement, affiliate means any division or subsidiary or any other affiliated entity involved in the development, manufacture, distribution, or sale of the Software or services related thereto.

10.2. Exceptions. The Indemnified Parties shall not be responsible, and you shall have no recourse against the Indemnified Parties, for any loss, liability, damages, costs or expenses which may be suffered or incurred at any time by you as a result of your reliance upon or use of the Software, or as a result of any claim, action or proceeding against you arising out of or relating to the use of the Software, or as a result of your defense of any such claim, action or proceeding.

11. TERMINATION

11.1 Right to Terminate. Without prejudice to any other rights, Broadview may terminate this Agreement if you fail to comply with any term or condition of this Agreement or any other agreement between you and Broadview. Regardless, this Agreement may be terminated by Broadview at any time with or without cause or for convenience.

11.2 Impact of Termination. Upon termination of this Agreement: (a) all rights and licenses granted hereunder shall immediately cease; (b) you shall destroy all copies of any Confidential Information in your possession; (c) you shall destroy or delete all copies of the Software and all of its component parts; and (d) you shall certify to Broadview in writing that you have retained no copies of the Confidential Information, the Software or any portion thereof. No credits will be issued for nonuse of the Software or cancellation of the Software.

12. EXPIRATION

12.1 Expiration. Without prejudice to any other rights, this Agreement shall expire concurrently with the expiration or termination of the telecommunication services agreement by and between you and Broadview.

12.2 Impact of Expiration. Upon expiration of this Agreement: (a) all rights and licenses granted hereunder shall immediately cease; (b) you shall destroy all copies of any Confidential Information in your possession; (c) you shall destroy or delete all copies of the Software and all of its component

parts; and (d) you shall certify to Broadview in writing that you have retained no copies of the Confidential Information, the Software or any portion thereof.

13. EXPORT RESTRICTIONS

You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, please contact Broadview.

14. U.S. GOVERNMENT LICENSE RIGHTS

If the rights granted hereunder are acquired by or on behalf of the U.S. Government, then this provision applies. The Software (a) was developed at private expense, is existing computer software and no part of it was developed with government funds, (b) is “restricted computer software” licensed in accordance with restricted rights provisions of subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause FAR 52.227-19 and its successors, (c) is unpublished and all rights are reserved under the copyrights laws of the United States. Use, duplication, or disclosure by the U.S. Government is also subject to restrictions as set forth herein and in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a) 1995, or FAR 52.227-14, as applicable. Only rights to the Software set forth in this License Agreement are provided.

15. ASSIGNMENT

15.1 No Third-Party Transfers. You shall not sell, lease, rent, lend, assign, transfer, sublicense, assign, disseminate, adapt, modify, translate, duplicate, reproduce, syndicate, sub-syndicate, provide commercial hosting services, or copy the Software or any content or materials provided as a part of or in connection with the foregoing (or permit any of the foregoing) or disclose the Software or any information pertaining thereto any other person or entity without the prior written consent of Broadview.

15.2 Internal Transfer. You may transfer your copy of the Software to a different device. After the transfer, you must completely remove the Software from the former device. All other transfers shall be deemed to be a third party transfer and are hereby strictly prohibited.

16. DISPUTE RESOLUTION

You and Broadview shall attempt to resolve all disputes cooperatively without formal proceedings. Any claim, dispute or controversy (whether in contract, tort or otherwise) relating to the sale or provision of Services or this Agreement which cannot be so resolved (other than the collection of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code), and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS

AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

17. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. The parties irrevocably and exclusively submit to the jurisdiction of the Supreme Court of the County of Westchester, State of New York for the purpose of any suit, action or proceeding arising out of this Agreement and hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding. YOU AND BROADVIEW HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PROVIDED BY BROADVIEW. This Agreement shall be interpreted in the English language.

18. REPRESENTATIONS

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

19. QUESTIONS

Should you have any questions concerning this Agreement, or if you desire to contact Broadview for any reason, please use the address information enclosed in the Software or visit Broadview on the World Wide Web at <http://www.broadviewnet.com>.

ACCEPTANCE OF THE AGREEMENT

By clicking on the "I ACCEPT" button in response to the electronic license acceptance query, you are accepting this AGREEMENT and will be permitted to use the Software.

I ACCEPT I read the AGREEMENT in its entirety.
AND I understand the terms and conditions of the AGREEMENT.
AND I agree to the terms and conditions of the AGREEMENT.
AND I agree to be legally bound by the AGREEMENT in its entirety.

By clicking on the "I REJECT" button in response to the electronic license acceptance query, you are rejecting this AGREEMENT and will not be permitted to use the Software.

I REJECT I DID NOT read the AGREEMENT in its entirety.
OR I DO NOT understand the terms and conditions of the AGREEMENT.
OR I DO NOT agree to the terms and conditions of the AGREEMENT.
OR I DO NOT agree to be legal bound by the AGREEMENT in its entirety.
I understand that I will not be permitted to use the Software.