

END USER LICENSE AGREEMENT ("AGREEMENT")

NOTICE TO USER ("YOU")

THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND WESTELCOM NETWORK, INC.. BY INSTALLING, COPYING, OR OTHERWISE USING COMPORTAL ASSISTANT ("PRODUCT") YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. PROPRIETARY RIGHTS. TITLE, OWNERSHIP RIGHTS, AND INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCT SHALL REMAIN WITH WESTELCOM NETWORK, INC. AND/OR ITS SUPPLIERS. THE PRODUCT IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS AND BY INTERNATIONAL TREATIES.

2. DISCLAIMER OF WARRANTY. YOU USE THIS PRODUCT AT YOUR SOLE RISK. THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

3. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WESTELCOM NETWORK, INC., ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE METASWITCH NETWORKS' TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE FEES YOU PAID FOR THIS LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

4. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WESTELCOM NETWORK, INC., ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS AND SUPPLIERS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF OUR PRODUCT, YOUR VIOLATION OF THIS AGREEMENT OR YOUR INFRINGEMENT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO NOTIFY WESTELCOM NETWORK, INC. IMMEDIATELY OF ANY SUCH BREACH, VIOLATION OR INFRINGEMENT KNOWN TO YOU.

5. EMERGENCY SERVICES. WHEN YOU USE REMOTE CLICK-TO-DIAL, YOUR CALLS WILL APPEAR TO THE RECIPIENT AS IF THEY WERE MADE FROM YOUR OWN PHONE. THIS MEANS THAT IF YOU MAKE A 911 CALL USING REMOTE CLICK-TO-DIAL, THE CALL WILL BE DIRECTED TO AN EMERGENCY OPERATOR WHO SERVES THE AREA IN WHICH YOUR OWN PHONE IS LOCATED, AND THE OPERATOR WILL BE UNAWARE THAT YOU ARE NOT PRESENT AT THAT LOCATION. AS A RESULT, EMERGENCY SERVICES MAY BE DISPATCHED TO THAT LOCATION, AND NOT TO THE LOCATION FROM WHICH YOU MADE THE CALL. YOU SHOULD NOT THEREFORE MAKE EMERGENCY CALLS USING REMOTE CLICK-TO-DIAL SERVICE. YOU SHOULD DIAL 911 DIRECTLY FROM THE NEAREST PHONE INSTEAD.

6. WESTELCOM NETWORK, INC., ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS OR SUPPLIERS LIABLE FOR ANY LONG DISTANCE CHARGES INCURRED AS A RESULT OF HACKING AND/OR FRAUDULENT ACCESS INTO YOUR COMPORTAL ACCOUNT AND/OR WESTELCOM NETWORK, INC. VOICE SERVICES. ALL CUSTOMERS SHOULD TAKE THE NECESSARY PRECAUTIONS TO RESTRICT UNAUTHORIZED ACCESS THAT CAN RESULT IN CHARGES FROM WESTELCOM NETWORK, INC. OR ANY OTHER LONG DISTANCE CARRIER.

7. YOU AGREE AND UNDERSTAND THAT ANY FEATURES YOU ACTIVATE WITHIN THE COMPORTAL MAY CARRY THEIR OWN LICENSING FEES THAT YOU WOULD BE RESPONSIBLE FOR.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS EULA, OR IF YOU WISH TO CONTACT WESTELCOM NETWORK, INC. FOR ANY REASON, PLEASE USE THE ADDRESS INFORMATION ON THE WORLD WIDE WEB AT [HTTP://WESTELCOM.COM](http://WESTELCOM.COM).