

Venezuela or a political subdivision thereof, and maintains its principal place of business at Torre Pequiven, Pisos 10 y 11, Av Francisco de Miranda, Caracas DF, Venezuela. Bariven is not a citizen of any State of the United States of America, nor is it created under the laws of any third country, but transacts substantial business in the United States of America, by contracting with parties in the United States of America, including the State of Texas, by and through its agent, PDVSA.

3. Defendant, PETROLEOS DE VENEZUELA, S.A. (hereinafter referred to as “PDVSA VENEZUELA”), at all times relevant hereto, was and is a separate legal an agency or instrumentality of a foreign state as defined in 28 U.S.C. §1603, specifically, PDVSA Venezuela was and is a separate legal person in the form of a corporation (“soceidad anonima”) organized and existing by virtue of the laws of the Bolivarian Republic of Venezuela, and functions as an organ of the Venezuela Government of Venezuela or a political subdivision thereof, and maintains its principal place of business at Torre Pequiven, Pisos 10 y 11, Av Francisco de Miranda, Caracas DF, Venezuela. PDVSA Venezuela is not a citizen of any State of the United States of America, nor is it created under the laws of any third country, but transacts substantial business in the United States of America, by contracting with parties in the United States of America, including the State of Texas, by and through PDVSA SERVICES, INC. and BARIVEN.

4. Defendant, PDVSA SERVICES, INC. (hereinafter referred to as “PDVSA US”), at all times relevant hereto is a corporation organized and existing under the laws of the State of Delaware with an address of and its principal offices located at 1293 Eldridge Parkway, Houston, Texas 77077.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims alleged pursuant to 28 U.S.C. §1332, in that it is a dispute between citizens of different states and a foreign state, and also has jurisdiction over the claims pursuant to 28 U.S.C. §1367(a) in that state law claims alleged are so related to the claims over which the Court has original jurisdiction that they form part of the same case and the claims are for an amount in excess of \$75,000.00.

6. In addition, this Court has original subject matter jurisdiction pursuant to 28 U.S.C. §1330, in that this action involves a dispute against Defendant BARIVEN, an agency or instrumentality of a foreign state as defined in 28 U.S.C. §1603(b) , which under 28 U.S.C. § 1605(a)(2) is not immune from the jurisdiction of courts of the United States of America, or of the States as this action is based upon a commercial activity carried on in the United States of America or upon an act performed in the United States of America in connection with a commercial activity outside of the United States of America, or upon an act outside the United States of America that was taken in connection with a commercial activity outside of the United States of America that caused a direct effect in the United States of America.

7. This Court has personal jurisdiction over Defendants in that: (a) they operate, conduct, engage in or carry on business regularly in this District; (b) Defendants have engaged in substantial business activities in the State of Texas; (c) Defendant, BARIVEN, has designated defendant, PDVSA US, as its agent and PDVSA US maintains its principal place of business in the City of Houston and State of Texas and (d) BARIVEN has consented to the jurisdiction and venue being set in said District pursuant to Article 22 of the Purchase Order which was coordinated and facilitated by defendant, PDVSA US.

8. Venue is proper in this district pursuant to 28 U.S.C. §1391(b), (c), (d) and (f).

NATURE OF THE CLAIMS

9. The claims set forth in this Complaint arise out of claims for Defendant's breach of contract with Plaintiff and unjust enrichment.

FACTS PERTINENT TO ALL COUNTS OF THE COMPLAINT

10. PEXIP is in the business of developing and licensing software that provides a scalable meeting platform that connects virtually any communications tool, such as Microsoft Lync, and traditional video and audio conferencing together for seamless meeting experiences (the "Meeting Software").

11. Defendant, BARIVEN, is an affiliate of PDVSA VENEZUELA, the state-owned oil company of Venezuela. BARIVEN is the commercial procuring arm of the executive branch of the Venezuelan Government and of PDVSA VENEZUELA and is primarily responsible for procuring materials and equipment outside of Venezuela, including the United States of America. Bariven has a long history of doing substantial business in the United States of America, where its annual purchases are in the hundreds of millions of U.S. Dollars.

12. Defendant, PDVSA US, is the international purchasing agent for BARIVEN and PDVSA VENEZUELA. PDVSA is owned and controlled by BARIVEN and PDVSA VENEZUELA.

13. In 2014, Pexip commenced discussions with PDVSA Venezuela for the deployment of the Meeting Software.

14. In 2014, PDVSA VENEZUELA requested that Pexip provide a quote for the deployment of the Meeting Software at the facilities of BARIVEN and PDVSA VENEZUELA located in Venezuela and elsewhere. BARIVEN individually and on behalf of PDVSA VENEZUELA accepted the quote.

15. PEXIP was directed by PDVSA VENEZUELA to contact PDVSA US.

16. BARIVEN issued a purchase order number 5400003864 for the Meeting Software on April 27, 2015 (the "Purchase Order") and requested that PEXIP provide said Meeting Software in accordance with the terms of said Purchase Order.

17. PEXIP also received the Purchase Order directly from a member of the Board of Directors of PDVSA VENEZUELA.

18. PEXIP supplied the Meeting Software to BARIVEN and PDVSA VENEZUELA and has fully complied with the all of the terms of the Purchase Order.

19. PEXIP tendered an invoice to BARIVEN and PDVSA US on June 10, 2015 (the "Invoice") in the amount of Four Million (US\$4,000,000.00) Dollars (the "Invoiced Amount").¹

20. Neither PDVSA US nor BARIVEN nor PDVSA Venezuela at any time withdrew or cancelled the Purchase Order.

21. Neither PDVSA nor BARIVEN nor PDVSA VENEZUELA at any time contested the Invoice.

22. Neither PDVSA nor BARIVEN nor PDVSA VENEZUELA rejected the Meeting Software.

23. Neither PDVSA nor BARIVEN nor PDVSA VENEZUELA ever complained about the Meeting Software.

24. BARIVEN and PDVSA VENEZUELA received, accepted, utilized and benefited from the provision of the Meeting Software by PEXIP.

25. Demand has been made for payment of the Invoice in the Invoiced Amount.

¹ See Invoice to Bariven and PDVSA US on June 10, 2015 in the amount of \$4,000,000.00 attached as Exhibit "A" and incorporated by reference herein.

26. No payment has been made by any of the Defendants of the Invoice or any portion of the Invoiced Amount.

**FIRST COUNT
(BREACH OF CONTRACT)**

27. Plaintiff, PEXIP, repeats and reiterates the allegations contained Paragraphs 1 through 25 of the Complaint as if fully set forth at length herein.

28. Defendants, BARIVEN, PDVSA VENEZUELA and PDVSA US breached the terms of the Purchase Order.

29. As a proximate result of said breach, plaintiff, PEXIP, has suffered significant and material damages in an amount of no less than Four Million (US\$4,000,000.00) Dollars.

**SECOND COUNT
(UNJUST ENRICHMENT)**

30. Plaintiff, PEXIP, repeats and reiterates the allegations contained Paragraphs 1 through 29 of the Complaint as if fully set forth at length herein.

31. By receiving, accepting, and utilizing the Meeting Software, the Defendants have been enriched at the expense of plaintiff, Pexip.

32. Permitting Defendants to retain the benefits of its receipt, acceptance and utilizing of the Meeting Software violates equitable principles.

33. As a proximate result of the conduct of Defendants, as aforesaid, Pexip has suffered significant and material damages in an amount of no less than Four Million (US\$4,000,000.00) Dollars.

JURY DEMAND

34. Pursuant to Fed.R.Civ.P. 38, Plaintiff hereby demands a trial by jury on all issues triable by jury.

Pexip AS
 Fomebuveien 42
 1366 Lysaker
 Norway



INVOICE

Bank Information for Payments:

Company Name: Pexip AS
 Bank Name: DNB Bank
 Account Number: 1250 05 24349
 IBAN: NO02 1250 0524 349
 BIC/SWIFT: DNBANOKKXXX
 Org. nr: 898 209 962MVA
 Foretaksregisteret

Questions? support@pexip.com

Invoice Date: June 10, 2015
Invoice Number: INV00004158
Payment Terms: Net 30 days
Due Date: July 10, 2015

Account Number: A00001872
Invoice To: BARIVEN S.A. c/o PDVSA SERVICES, INC.
 Attn: Account Payable
 1293 Eldridge Parkway
 Houston, TX 77077
 Contact: Tim Marshman
 Contact Number: 281.588.6253

Buyer Name & Address: Purchasing Agent (BU00)
 Maggie Rios, mrios@psi.pdv.com

Delivery Terms: The product, virtualized software and MCU license keys, are delivered electronically

Weight: 0.00 kg

Incoterms: FOB HOMEBASE according to Incoterms 2010

PDVSA Services PO: 5400003864
RFQ- 6500036602
Bid Process- 1800003615
Quote- Q007612

Invoice Detail						
Subscription ID	Customer Name	Charge Detail	Service Period	Subtotal	Tax	TOTAL
A-S00003001	PDVSA	Part number: PEX-CON-60 Description: Pexip Infinity Software Platform - Concurrent license subscription + 5 years of support with unlimited users (60 months) Quantity: 2,000 Unit Price: \$2,000	06/10/2015-06/09/2020	\$4,000,000.00	\$0.00	\$4,000,000.00

INVOICE TOTALS

Gross Amount:	\$4,000,000.00
Discount:	\$0.00
Subtotal:	\$4,000,000.00
Tax:	\$0.00
Total:	\$4,000,000.00
Currency:	USD

Shipping Marks
 Bariven S.A. / HPDV Petroleos de Venezuela / J000950369
 5400003864/1800003615 – Zenaida Cortez
 CCS Caracas

Harmonized Tariff Code
 8524999000

Thank you for your business!

Irene Kristiansen
 Irene Kristiansen, CFO Pexip





PACKING SLIP

Date: June 10, 2015
INVOICE # INV00004158

Ship To	Bariven, S.A. c/o PDVSA Services, Inc.	Bill To	Bariven, S.A. c/o PDVSA Services, Inc.
	1293 Eldridge Parkway Houston, TX 77077 281.588.6102 Customer ID A00001887		1293 Eldridge Parkway Houston, TX 77077 281.588.6102 Customer ID A00001887

Order Date	Purchase Order Number	Pexip Order Number
April 27, 2015	5400003864	PEX106576

Item #	Description	Quantity
PEX-CON-60	<i>Pexip Infinity Software Platform - Concurrent license subscription + 5 years of support with unlimited users (60 months)</i>	2000

The product, virtualized software and MCU license keys, are delivered electronically

orders@pexip.com

Thank you for your business!

Pexip AS Fornebuveien 42, 1366 Lysaker, Norway

Shipped Date: June 10, 2015

Shipped By: Matt Hansen / matt@pexip.com

Signature: *Matt Hansen* 6/10/15



BILL OF LADING

Date: June 10, 2015
INVOICE # INV00004158

Ship To	Bariven, S.A. c/o PDVSA Services, Inc.	Shipper:	Pexip AS Fornebuveien 42, 1366 Lysaker, Norway
	1293 Eldridge Parkway Houston, TX 77077 281.588.6102 Customer ID A00001887		

Order Date	Purchase Order Number	Pexip Order Number
April 27, 2015	5400003864	PEX106576

Item #	Description	Quantity	Weight
PEX-CON-60	<i>Pexip Infinity Software Platform – Concurrent license subscription + 5 years of support with unlimited users (60 months)</i>	2000	0.00

The product, virtualized software and MCU license keys, are delivered electronically

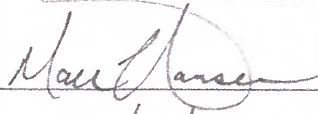
orders@pexip.com

Thank you for your business!

Pexip AS Fornebuveien 42, 1366 Lysaker, Norway

Shipped Date: June 10, 2015

Shipped By: Matt Hansen / matt@pexip.com

Signature: 
6/10/15