



**voxnube**

# DIY Voice Migration Pack

License Agreement Ver1.0

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# 1. Document control

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## 1.1 Issue control

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<b>Document Reference</b>	DIY Voice Migration Pack License Agreement	<b>Project Name / Ref:</b>	FL-002
<b>Issue</b>	1.0	<b>Date</b>	Dec 22, 2025
<b>Classification</b>	In Confidence	<b>Author</b>	M Hejsak
<b>Document Title</b>	DIY Voice Migration Pack License Agreement		

## 1.2 Owner details

Team Contacts	Name	Email
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## 1.3 Revision history

Issue	Date	Author	Comments
1.0	22 Dec 2025	Mike Hejsak	License Agreement

## 1.4 Associated Documents

Title	Description	Version
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## 2. Parties and Effective Date

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### 2.1 Parties

- Voxnube Limited, a company incorporated in England & Wales (Registered Number: ) whose registered office is at [Voxnube registered address] (“Voxnube”).
- [Customer legal name], a company incorporated in [jurisdiction] (registered number [●]) whose registered office is at [Customer registered address] (“Customer”).

### 2.2 Customer Principal Place of Business

For the purposes of this Agreement, the Customer’s principal place of business shall be the address stated above. If the Customer’s principal place of business is changed during the Term, the Customer must notify Voxnube in writing in accordance with the Notices clause in this Agreement.

### 2.3 Effective Date

“Effective Date” means the earlier of:

- (a) the date on which Voxnube receives full payment of the Fee (as defined below) from the Customer; or
- (b) the date on which the Customer electronically or manually accepts this Agreement (including by clicking “accept”, executing a signature block, or any other form of affirmative acceptance authorised by Voxnube).

For clarity, all references in this Agreement to dates and time periods measured from the Effective Date shall be calculated from the date determined under this clause 1.3.

### 2.4 Scope: UK & Ireland Customers — Applicable Law

(a) If the Customer’s principal place of business is within the United Kingdom, this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

(b) If the Customer’s principal place of business is within Ireland, this Agreement shall be governed by and construed in accordance with the laws of Ireland.

© Where jurisdictional or forum provisions are required elsewhere in this Agreement, they will reflect the choice of law set out in clauses 1.4(a)–(b) according to the Customer’s principal place of business.

## 2.5 Interpretation — Identity of Parties

References to “Customer” include the Customer and, where the context requires, the Customer’s wholly owned subsidiaries and permitted internal business units. Voxnube and the Customer are each referred to individually as a “Party” and together as the “Parties”.

## 3. Definitions

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In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

1. “Pack”
  - The Voxnube DIY Voice Migration Pack, comprising the collective offering of materials, tools and access provided by Voxnube to the Customer in connection with this Agreement, including (but not limited to) documents, templates, runbooks, playbooks, checklists, migration guides, downloadable files, AI driven resources and community materials that are listed in the Pack contents.
2. “Resources”
  - All information, content, materials, templates, files, data sets, sample code, scripts, workflows, tools and other items made available to the Customer as part of, or in connection with, the Pack, whether delivered electronically, via portal access, by download, or in any other format.
3. “Customer Organisation”
  - The Customer named in Section 1 and its employees, officers, directors and authorised internal contractors and agents, provided that such persons use the Pack solely for the internal business purposes of the Customer and not for any external distribution, resale, hosting, sublicensing or provision of services to third parties.
4. “Use”
  - The act of accessing, viewing, downloading, reproducing (to the extent reasonably necessary), implementing, modifying for internal deployment, and otherwise employing the Pack and Resources solely for the Customer Organisation’s internal business activities in connection with planning or executing voice migrations. “Use” expressly excludes any distribution, resale, sublicensing, external hosting, commercial exploitation or provision of the Pack or Resources to parties outside the Customer Organisation.
5. “Effective Date”
  - The date specified as the Effective Date in Section 1 (Parties & Effective Date) of this Agreement.

6. “Subscription Term”
  - The initial subscription period of one (1) year commencing on the Effective Date (or such other period as may be agreed in writing by the parties), together with any renewal periods expressly agreed in writing.
7. “Confidential Information”
  - All non public information disclosed by one party to the other (whether in writing, orally, visually or electronically) that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes the Pack, Resources, pricing, business plans, technical information, trade secrets, proprietary processes and any third party confidential information incorporated in those materials. Confidential Information does not include information that: (a) is or becomes generally available to the public other than through a breach of this Agreement; (b) was lawfully in the receiving party’s possession prior to receipt from the disclosing party; © is received from a third party free to disclose it; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.
8. “Documentation”
  - The written or electronic user guides, installation and configuration instructions, runbooks, playbooks, release notes and other descriptive materials that accompany the Pack or that Voxnube makes available to describe the Pack’s content, functionality and recommended usage.
9. “Support”
  - Any technical or operational assistance Voxnube elects to provide to the Customer in relation to the Pack, which may include access to a support portal, FAQs, community forums, limited troubleshooting guidance or other advisory materials. Unless expressly stated in a separate written agreement, “Support” does not include on site services, hands on migration execution, warranties of successful migration outcomes, or any obligation to perform the Customer’s migration.
10. General rule on interpretation
  - Words in the singular include the plural and vice versa, headings are for convenience only and do not affect interpretation, and defined terms may be used in the singular or plural form as appropriate.

## 4. License Grant and Remitted Use

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### 4.1 Grant of License

Voxnube hereby grants to the Customer a nonexclusive, nontransferable, revocable licence during the Subscription Term to access and use the DIY Voice Migration Pack and the Resources solely for the Customer Organisation's internal migration purposes. This licence is limited to internal use as expressly set out in this Section 3 and is subject to the terms and conditions of this Agreement.

### 4.2 Access and Delivery

(a) Access Method: Voxnube will make the Pack and Resources available to the Customer via Voxnube's secure portal and by downloadable files (collectively, the "Portal/Downloads"). Customer access is conditional on account credentials issued by Voxnube.

(b) Credentials and Security: Customer is responsible for maintaining the confidentiality of account credentials. Customer must not share login credentials with any person outside the Customer Organisation. Voxnube may suspend access where there is reasonable suspicion of credential misuse or security compromise.

### 4.3 Permitted Internal Use

(a) Internal Use Only: The Customer may permit the Customer Organisation's employees, officers and its independent contractors or agents (each a "Permitted Internal User") to access and use the Pack and Resources solely to support the Customer Organisation's internal planning, testing and execution of its own voice migration activities. Use is restricted to activities necessary to complete the Customer Organisation's internal migration projects (the "Permitted Purpose").

(b) Contractual Protections for Contractors: Any contractor or agent granted access must be bound in writing to obligations of confidentiality and use restrictions at least as protective as those in this Agreement. The Customer remains fully liable for any acts or omissions of such contractors or agents.

### 4.4 Restrictions and Prohibitions

Except as expressly permitted in Section 3.3, the Customer must not, and must ensure that Permitted Internal Users do not, directly or indirectly:

(a) distribute, publish, sublicense, rent, lease, lend, sell, transfer, host, resell or otherwise make the Pack, Resources or any portion thereof available to any third party (including customers of the Customer) as part of a product, service, managed offering or professional services;

(b) use the Pack or Resources to provide a public facing service, hosted service, consulting offering, training product, or managed migration service to third parties; © remove, alter or obscure any proprietary, copyright, trademark or other notices contained in the Pack or Resources;

(d) decompile, disassemble, reverse engineer, adapt, or create derivative works of the Pack or Resources except to the limited extent permitted by applicable law and only with Voxnube's prior written consent; or

(e) use the Pack or Resources in a manner that permits use by persons or entities outside the Customer Organisation (including by outsourcing, third party hosting, or multi tenant platforms) unless expressly authorised in writing by Voxnube.

#### **4.5 Copies and Internal Distribution**

The Customer may make and retain reasonable copies of the Pack and Resources for backup and internal archival purposes, and may distribute such copies internally to Permitted Internal Users solely for the Permitted Purpose, provided that all copies retain Voxnube's proprietary notices and are subject to the same restrictions set out in this Agreement.

#### **4.6 Reservation of Rights**

All rights not expressly granted in this Agreement are reserved to Voxnube. Title, ownership and all intellectual property rights in and to the Pack and Resources remain vested in Voxnube or its licensors.

#### **4.7 Suspension and Revocation**

Voxnube may suspend or revoke the Customer's access to the Portal/Downloads and the licence granted under this Section 3 immediately on notice if:

(a) the Customer breaches any material provision of this Section 3 or the Agreement and fails to cure such breach within any cure period specified elsewhere in this Agreement; or

(b) Voxnube reasonably determines that the Customer's use presents a security risk, fraud, or misuse of the Pack or Resources. Termination or suspension under this Section 3 is without prejudice to any other remedies available to Voxnube, including injunctive relief for unauthorised distribution or use.

#### **4.8 Effect of Expiry or Termination of License**

On expiry or termination of the licence granted under this Section 4 for any reason, the Customer must immediately cease all use of the Pack and Resources (except to the extent any limited archival rights survive as expressly provided elsewhere), delete or return all copies in its possession or control, and certify to Voxnube, upon request, that it has complied with these obligations.

## 5. Restrictions & Distribution Prohibition

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### 5.1 Prohibited Acts

The Customer acknowledges and agrees that, except as expressly permitted by this Agreement, the Customer shall not, and shall ensure that its Personnel do not, directly or indirectly, in whole or in part, by any means or medium, do any of the following with respect to the Pack or any Resources:

- sell, resell, rent, lease, license, sublicense, distribute, publish, broadcast, circulate, transmit, assign, transfer, pledge, time share, or otherwise commercially exploit the Pack or Resources to any third party;
- host, provide, make available, or otherwise provide access to the Pack or Resources (or any portion thereof) to any third party as part of a service offering, platform, managed service, consultancy, or other product or service;
- incorporate the Pack or Resources into, or use them to create, any product, service or offering that is offered to third parties, including but not limited to migration, consultancy or professional services;
- remove, alter or obscure any proprietary, copyright, trademark, attribution or other notices embedded in or delivered with the Pack or Resources; or
- decompile, disassemble, reverse engineer, modify, adapt, translate, create derivative works of, or otherwise attempt to derive the source code, underlying ideas, algorithms or structure of any part of the Pack or Resources, except to the extent applicable law expressly prohibits such restriction.

### 5.2 Internal Use and Limited Copying

Notwithstanding clause 5.1, the Customer may:

- make and retain such internal copies of the Pack and Resources as are reasonably necessary for the Customer Organisation's internal business operations and for the exercise of the licence rights expressly granted under this Agreement; and
- permit access to the Pack and Resources to the Customer's employees, contractors and agents (collectively, "Personnel") solely to the extent necessary for internal use by the Customer Organisation and provided that such Personnel are bound by confidentiality and usage obligations no less protective than those in this Agreement.

All such internal copies and access remain subject to the prohibitions in clause 5.1.

### **5.3 No External Distribution or Service Offering**

The Customer shall ensure that any output, materials, reports or documentation derived from use of the Pack or Resources (including migration runbooks, templates or implementation notes) do not contain copies or reproductions of Pack content that would enable a third party to reconstruct, extract or reuse substantive parts of the Pack or Resources outside the Customer Organisation. The Customer may provide third parties with factual statements about its own migration outcomes or redacted, aggregated summaries of results so long as no Pack content, templates, checklists or procedures are shared in a form that would enable third party use.

### **5.4 Notification of Unauthorized Use**

The Customer shall promptly notify Voxnube in writing if it becomes aware of any actual, suspected or threatened use, distribution or other activity in breach of this Section 5, or any loss, theft or unauthorised access to the Pack or Resources. The Customer shall cooperate with Voxnube in any investigation and remedial actions reasonably required by Voxnube.

### **5.5 Remedial Measures for Breach**

If the Customer breaches, or Voxnube reasonably suspects that the Customer has breached, any provision of this Section 4, Voxnube shall have the right, in addition to any other rights or remedies available at law or in equity, to:

- suspend or terminate the Customer's access to the Pack and Resources immediately and without prior notice;
- require the Customer to promptly cease the offending activity, and to return or destroy (at Voxnube's election) all copies of the Pack and Resources and any materials derived therefrom, and to certify in writing that it has complied with such obligation;
- seek injunctive or other equitable relief to restrain actual or threatened breaches, without the necessity of posting a bond or proving actual damages; and
- recover from the Customer all reasonable costs, fees (including legal fees) and damages incurred by Voxnube as a result of the breach.

### **4.6 Survival**

The obligations and restrictions in this Section 4 shall survive termination or expiry of this Agreement and shall remain in full force and effect for so long as the Customer retains any copies of the Pack or Resources or benefits from any derivative materials.

## 6. Fees, Term, Renewal and Termination

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### 6.1 Fees

- In consideration for the licence granted under this Agreement, Customer shall pay Voxnube the fees set out in the Order Form (the “Fees”), which shall comprise: (a) a one time licence fee; and (b) a subscription fee covering the initial one (1) year subscription to the Pack (the “Subscription Fee”).
- Fees for UK Customers shall be invoiced and payable in Pounds Sterling (GBP). Fees for Customers in Ireland shall be invoiced and payable in Euro (EUR).

### 6.2 Payment Terms

- All Fees are due upfront and on receipt of the invoice date unless otherwise agreed in writing. Payment shall be made by bank transfer or credit card through the portal such other method as Voxnube specifies on the invoice.
- Late payments shall bear interest at the lesser of (a) four percent (4%) per annum above the then current Bank of England base rate (for UK Customers) or the then applicable Irish Central Bank base rate plus four percent (4%) (for Irish Customers), calculated daily from the due date until payment in full, together with all costs of collection.
- Customer is responsible for all taxes, duties or other governmental charges (other than Voxnube’s income taxes) arising in connection with the Fees.

### 6.3 Access Commencement and Activation

- Voxnube will grant Customer access to the Pack and the Resources following receipt by Voxnube of full payment of the one-time licence fee and the initial Subscription Fee (the “Access Commencement Date”). Access may be by an online portal, download, or other delivery method designated by Voxnube.

#### 6.4 Non-Refundable Fees; Refunds (Sample Policy)

- Except as expressly provided in this Agreement or as required by applicable law, the one-time licence fee and Subscription Fee are non-refundable.
- Notwithstanding the foregoing, if Voxnube materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from Customer specifying the breach, Customer's sole remedy with respect to such uncured material breach shall be: (a) termination of the Agreement in accordance with clause 5.7; and (b) a pro rata refund of the unused portion of the pre-paid Subscription Fee corresponding to the remainder of the then current subscription period (calculated on a daily basis). Any other refunds are at Voxnube's sole discretion.

#### 6.5 Subscription Term and Renewal

- The subscription term begins on the Access Commencement Date and continues for one (1) year (the "Initial Term"). Unless otherwise agreed in writing, the Initial Term shall be followed by successive automatic renewal terms of one (1) year each (each a "Renewal Term") unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Voxnube will notify Customer in writing of any change to applicable Fees for a Renewal Term not less than thirty (30) days prior to the renewal effective date. Renewal shall be on the Fees and other terms then in effect.

#### 6.6 Suspension for Non-Payment

- **If** any undisputed amount invoiced by Voxnube is not paid within fourteen (14) days of the due date, Voxnube may, following written notice to Customer and a seven (7) day cure period, suspend Customer's access to the Pack and Resources until such amounts are paid in full. Suspension shall not relieve Customer of its payment obligations under this Agreement.
- Voxnube will not be liable for any loss, costs, damages or liabilities arising out of or relating to suspension of access under this clause, including any loss of business or data.

#### 6.7 Termination

- Either party may terminate this Agreement immediately by written notice if the other party: (a) commits a material breach of this Agreement which is incapable of remedy; or (b) commits a material breach which, if capable of remedy, is not remedied within thirty (30) days after receipt of written notice specifying the breach.
- Voxnube may terminate this Agreement immediately on written notice if Customer: (a) fails to pay any undisputed Fees within sixty (60) days of the invoice date; or (b) materially breaches Section 4 (Restrictions & Distribution Prohibition). For breaches of Section 4, Voxnube's remedies shall include termination and the right to seek injunctive or other equitable relief to prevent actual or threatened unauthorised distribution.
- Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, enters into administration, has a receiver or similar officer appointed, files for bankruptcy or a similar insolvency proceeding, or makes an assignment for the benefit of creditors.

#### **6.8 Consequences of Termination or Expiry**

- Upon expiry or termination of this Agreement for any reason:
  - (a) Voxnube will immediately cease providing access to the Pack and Resources and may disable Customer's accounts and credentials;
  - (b) Customer shall immediately cease all use of the Pack and shall not retain or use any copies of Voxnube's Resources except to the extent expressly permitted by a surviving licence in a separate written agreement;
  - © Customer shall, at Voxnube's option, either (i) return to Voxnube all hard copies of Voxnube's Confidential Information and Resources in Customer's possession or control or (ii) destroy such Confidential Information and provide Voxnube with a written certification signed by an officer of Customer that destruction has been completed; and
  - (d) any amounts accrued and owing prior to the effective date of termination shall become immediately due and payable.
- The termination of this Agreement shall be without prejudice to any rights or remedies a party may have accrued prior to termination.

#### **6.9 Survival**

- The following provisions shall survive expiry or termination of this Agreement: (a) Customer's payment obligations; (b) Voxnube's ownership and intellectual property rights in the Pack and Resources; © confidentiality obligations; (d) indemnities; (e) limitations of liability; and (f) any other provision which by its nature is intended to survive termination.

#### **6.10 Sample Refund Procedure (Operational)**

- To request a refund under clause 5.4, Customer must submit a written request to Voxnube's commercial contact specifying the reason for the request and any supporting evidence. Voxnube will investigate and, if a pro rata refund is due, remit such refund within thirty (30) days of approving the request. All refunds will be subject to deduction for any outstanding amounts owed by Customer to Voxnube.

#### **6.11 Taxes and Withholding**

- All Fees are exclusive of value-added tax (VAT), goods and services tax (GST), sales taxes and similar taxes. Customer shall be responsible for payment of and/or reimbursement to Voxnube for any such taxes, except for taxes based on Voxnube's net income. If Customer is required by law to withhold taxes from payments due under this Agreement, Customer shall provide Voxnube with official receipts or other documentation evidencing payment of such taxes and shall gross up payments so that the net amount received by Voxnube equals the amount invoiced.

#### **6.12 Governing Law for this Section**

- For Customers located in the United Kingdom (including England, Wales, Scotland and Northern Ireland), this Section 5 shall be construed in accordance with and governed by the laws of England & Wales.
- For Customers located in the Republic of Ireland, this Section 5 shall be construed in accordance with and governed by the laws of Ireland.

## 7. Assessment Commercials

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### 7.1 Assessment, Commercial Summary

The assessment programme has two commercial elements:

- A. One-off LIR PAL PoV pre-build that funds automation, templates and artefacts;
  - a. The LIR PAL PoV is treated as a separate one-off cost (not amortised per assessment) unless Altigen decides otherwise.
- B. The per-assessment consulting effort to run the workshop intake, discovery, and validate the creation of the output documents.

### 7.2 Fixed Costs

- A. LIR PAL PoV (one-off): £5,000 (Any future sprints that may be required will also have a one-off cost of £5,000 per sprint).

One time cost to create and configure the LIR PALs artefacts, intake templates, IVR parsing rules and ROI workbook that speed delivery across assessments. This cost is paid by Altigen as a development/investment item (separate project charge).

- B. Per-assessment consulting fee (internal cost): 3 days @ £600/day = £1,800 — Workshop, covers intake validation, automated document reviews, two days of deep discovery & analysis, ROI sensitivity runs, HLD sketch and delivery presentation to the customer.

### 7.3 Variable / potential additional costs (to be scoped in discovery)

Any additional requests outside the scope of the voice and contact centre assessment will be priced separately after validation.

Custom CRM/WFM adapters or complex integrations: quoted after discovery; default assumption is standard connectors where available.

Travel & expenses: on-site travel only with prior approval; travel charged at cost and any agreed travel time priced per day rate if pre-approved.

## 7.4 Customer-facing pricing options

- Free to qualified prospects:  
Altigen absorbs the £1,800 assessment cost (marketing/CAC) when qualification thresholds are met (decision  $\leq 12$  months, tel spend  $\geq$  £20k, seats  $\geq 50$ ). Use for high-LTV targets.
- Refundable PoV fee (recommended for edge cases):  
Charge a modest fee (suggested £1,500–£1,800) that is refunded against a signed implementation SOW within 90 days. This filters low-commitment leads while protecting margin.
- Paid assessment:  
For low-priority or long-tail leads, charge cost + margin (suggested customer price £3,000–£4,000). This covers consulting time and any immediate admin overheads.

## 8. Terms and Conditions (To be Agreed)

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### 8.1 Payment terms

- 50% on Booking,
- 50% on delivery (presentation).
- Invoices payable within 30 days.
- Fees exclusive of VAT and approved travel/expenses.

### 8.2 Change Control / Out-of-Scope

- Any requirements, activities or deliverables not explicitly described in this SoW are out-of-scope. If either party requests changes after the discovery phase, the parties will raise a written Change Request describing the change, schedule impact and proposed fees. No change work will commence without a signed Change Request.
- Rates for out-of-scope consultancy (if requested): £600 per day (or £75 per hour) for senior assessor work, unless otherwise agreed in writing. Minor administrative changes under 2 hours will be absorbed at no cost; anything above will be invoiced per the above rate.

### **8.3 Data Protection, Security & Handling (GDPR-aware)**

- Roles: Customer is the Data Controller for any personal data provided; Altigen/consultant acts as Data Processor for the duration of the assessment.
- Handling: Assessment data (IVR exports, call logs, sample recordings, PII) will be transferred to Altigen's secure systems using encrypted channels (SFTP/HTTPS). Access will be role-restricted.
- Retention & deletion: Raw PII will be retained only for the duration of the engagement and will be deleted from Altigen systems within 30 days of project close unless the customer requests otherwise in writing. Processed artefacts that are anonymised/aggregated may be retained by Altigen for internal improvements and template reuse, subject to anonymisation of identifiable data.
- Compliance: Both parties will comply with applicable data protection laws (including GDPR). Any personal data breach will be reported by Altigen to the customer within 48 hours of detection. (Explicit handling and deletion language reduces procurement friction; link to evidence appendix and IVR files in the SoW.)

### **8.4 Intellectual Property & Deliverable Ownership**

- Customer data and customer-specific deliverables (their raw IVR exports, annotated migration maps, final assessment report and ROI workbook populated with customer numbers) remain the property of the customer.
- Altigen retains ownership of LIR PALs, automation templates, assessment templates, and any generic artefacts or tooling used to produce the deliverables. Altigen grants the customer a perpetual, royalty-free licence to use the deliverables for internal migration and implementation purposes.
- Reuse of anonymised, aggregated outputs: Altigen may reuse anonymised, non-identifying outputs (patterns, templates, metrics) to improve its LIR PALs and assessment process, provided no customer identifiable data is retained.

### **8.5 Confidentiality / NDA**

- Both parties will keep confidential all non-public information disclosed during the assessment and will not disclose to third parties except as required by law. Confidential information does not include information that is or becomes public through no breach by the receiving party, or information independently developed or already in possession. This SoW is subject to the parties' existing NDA (if any); if no NDA exists the following confidentiality paragraph will apply for 3 years from project close.

### **8.6 Travel & Expenses**

- Standard delivery is remote. Any onsite work requires prior written approval and will be invoiced at cost for travel, accommodation and reasonable subsistence (receipts provided). Travel time is chargeable only when agreed in advance and priced at the daily rate.
- For UK travel: mileage charged at HMRC advisory rate (or actual cost if preferred); approved accommodation within reasonable business class (proof required).

## 8.7 Roles, Responsibilities & Simple RACI

- Key roles:

Role	Description
Sales (Altigen)	Qualification, coordinate customer access, commercial interface
LIR PALs (automation)	Intake distribution, IVR parse, ROI prefill, evidence collation
Lead Assessor / Consultant (Mike Hejsak)	Run discovery, validate outputs, draft report, present
Solutions Architect (Mike Hejsak)	Technical sign off (SBC, network, integration)
Altigen Approver(s) (Technical & Commercial)	Approval gate decision
Customer Sponsor	Provide artefacts, decision authority
Commercial Manager (Altigen)	Commercial approval (used in RACI)

- Compact RACI:

Task	Responsible (R)	Accountable (A)	Consulted (C)	Informed (I)
Intake & data collection	LIR PALs	Sales	Customer	Consultant
IVR parsing & initial ROI prefill	LIR PALs	Consultant	Customer	Sales
Discovery workshop	Consultant	Customer Sponsor	LIR PALs; Sales	Architect
HLD & migration estimate	Architect	Consultant	Customer	Sales
Commercial approval	Commercial Manager (Altigen)	Commercial Manager (Altigen)	Consultant	Customer
Presentation & customer signoff	Consultant	Customer Sponsor	Sales; Architect	LIR PALs

## 8.8 Pilot acceptance criteria

- Pilot sign-off requires:
  - Pilot runs for 5 business days for the pilot queues with no P1/P0 incidents unresolved longer than 4 hours.
  - Wallboard and supervisor reporting validated and accessible.
  - Sample CRM transactions correctly logged via the agreed connector for 10 sample calls.

- Call recording available in the agreed storage/residency and retrieval policy tested.
- Customer acknowledges operational readiness (agent training complete for pilot group) and agrees KPIs.
- Target KPI triggers for the pilot: measurable self-service deflection  $\geq 10\%$  vs baseline within 90 days, AHT reduction  $\geq 5\%$  within 90 days (these are pilot targets and will be tracked during the pilot). (These metrics align to success KPIs in the assessment.)

### **8.9 Escalation & Approval of SLA**

- Altigen internal approval SLA: Technical & Commercial approvers will respond to approval requests within 2 business days. If no decision is received within 48 hours the approval will auto-escalate to the Presales Lead; if not resolved within a further 72 hours escalate to Director level. Any conditional approvals will be recorded and remediation items must be included in the SOW prior to customer presentation.
- Customer decision SLA: Customer will provide go/no-go or request more info within 10 business days of presentation, otherwise opportunity will be closed or re-qualified.

### **8.10 Liability, Insurance & Limitation**

- Limitation of liability: To the maximum extent permitted by law, Altigen's liability for direct damages arising out of or in connection with this SoW will be limited to the fees paid to Altigen for the assessment under this SoW. Neither party will be liable for indirect, special or consequential losses.
- Insurance: Altigen represents that it maintains professional indemnity insurance and public liability insurance appropriate for this engagement and will provide evidence on request.

### **8.11 Termination & Cancellation**

- Either party may terminate this SoW for convenience with 14 days' written notice. If terminated after work has started Altigen will invoice for work performed and reasonable costs incurred up to the termination date.
- If the customer cancels less than 5 business days before the scheduled assessment, 50% of the booking fee is payable to cover preparatory work, unless Altigen reschedules within 30 days.

### **8.12 Schedule & Milestones (concrete dates relative to Kick off)**

- Example milestone calendar (relative):
  - Day 0: Kick off & intake required (customer to provide IVR export and cost inputs).
  - Day 1: LIR PALs parse IVR, prefill ROI; customer validation call scheduled.
  - Day 1: 60–90 min discovery workshop (remote).
  - Days 2: Deep discovery & analysis (consultant deliverables produced).

- Day 3: Presentation to customer (final report delivered).
- All deliverables finalised and evidence appendix posted within 2 business days of presentation.

### **8.13 Training & Handover**

- Included: one 1-hour customer operations handover on deliverables and one 1-hour internal Altigen delivery session (knowledge transfer) for each assessment. Additional training can be quoted.

### **8.14 Metrics, Reporting & Program Evaluation**

- Altigen will track assessments completed, presentation → pilot conversion rate, pilot → implementation conversion rate, average ARR per converted implementation and CAC per conversion. These metrics will be reported after the first pilot cohort (10 assessments recommended) to assess program economics and adjust qualification filters or pricing.

### **8.15 Termination, governing law**

- Governing law: This SoW is governed by the laws of England & Wales. Disputes to be resolved in the English courts.
- Force majeure: Neither party liable for delays caused by force majeure events; parties will agree reasonable extensions.