

# DIY Migration Pack

## Licenses Agreement

Version 1.0

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### 1. Parties & Effective Date

#### 1.1 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 [xxxx]) whose registered office is at [Customer registered address] ("Customer").

#### 1.2 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.

#### 1.3 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.

#### 1.4 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.
- (c) 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.

#### 1.5 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".

## Section 2 — Definitions

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

“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.
“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.
“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.
“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.
“Effective Date”	The date specified as the Effective Date in Section 1 (Parties & Effective Date) of this Agreement.
“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.
“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; (c) 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.
“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.
“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.

### 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.

## 3. Licence Grant and Permitted Use

### 3.1 Grant of Licence

Voxnube hereby grants to the Customer a non-exclusive, non-transferable, 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.

### 3.2 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.

### **3.3 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.

### **3.4 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;

(c) 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.

### **3.5 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.

### **3.6 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.

### **3.7 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.

### **3.8 Effect of Expiry or Termination of Licence**

On expiry or termination of the licence granted under this Section 3 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.

## **4. Restrictions & Distribution Prohibition**

### **4.1 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.

### **4.2 Internal Use and Limited Copying**

Notwithstanding clause 4.1, 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 4.1.

#### **4.3 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.

#### **4.4 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 4, 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.

#### **4.5 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.

### **5. Fees, Term, Renewal and Termination**

#### **5.1 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).

#### **5.2 Payment Terms**

All Fees are due and payable within thirty (30) days of the invoice date unless otherwise agreed in writing. Payment shall be made by bank transfer or 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.

#### **5.3 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.

#### **5.4 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.

### **5.5 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.

### **5.6 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.

### **5.7 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.

### **5.8 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;
- (c) 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.

### **5.9 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; (c) confidentiality obligations; (d) indemnities; (e) limitations of liability; and (f) any other provision which by its nature is intended to survive termination.

### **5.10 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.

### **5.11 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.

### **5.12 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.

## **6. Disclaimers, Guidance Use and Limitation of Liability**

### **6.1 Disclaimer; Guidance Only**

The Pack and all Resources are provided "as is" and for guidance purposes only. Voxnube makes no representation or warranty that use of the Pack will result in a successful migration, that the Pack is error-free, or that any particular outcome will be achieved.

The Customer is solely responsible for all planning, implementation, testing, validation and execution of any migration activities undertaken using the Pack. The Pack is intended to assist the Customer's qualified personnel; it is not a substitute for the Customer's own technical judgement, professional advice or any engagement of third-party contractors.

The Customer acknowledges that migration projects involve risks outside Voxnube's control (including but not limited to third-party systems, network conditions, configuration errors and operational practices) and accepts responsibility for those risks.

### **6.2 No Other Warranties**

Except as expressly set out in this Agreement, and to the maximum extent permitted by applicable law, Voxnube expressly disclaims all warranties, whether express, implied, statutory or otherwise, including without limitation any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness or non-infringement.

### **6.3 Limitation and Allocation of Liability — General Cap**

Subject to clauses 6.4 and 6.5 below, the aggregate liability of Voxnube, its officers, employees, agents and subcontractors, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement shall not exceed the total Fees actually paid by the Customer to Voxnube under this Agreement in the twelve (12) months immediately preceding the date on which the claim arose.

### **6.4 Excluded Losses**

In no event shall Voxnube be liable to the Customer for any indirect, special, incidental, punitive or consequential losses or damages, including without limitation loss of profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of data, or loss of goodwill, even if Voxnube has been advised of the possibility of such losses.

### **6.5 Carve-outs from Limitation / Exclusions Not Applicable**

Nothing in this Section 6 shall:

- (a) limit or exclude liability for death or personal injury resulting from Voxnube's negligence;
- (b) limit or exclude liability for fraud or fraudulent misrepresentation;
- (c) limit or exclude liability for gross negligence to the extent not excluded by applicable law; or
- (d) limit or exclude any liability which cannot be lawfully limited or excluded by applicable mandatory law (including statutory liabilities).

### **6.6 Exclusive Remedies**

The remedies set out in this Agreement are the Customer's sole and exclusive remedies against Voxnube arising out of or in connection with the subject matter of this Agreement, except where applicable law provides otherwise.

### **6.7 Absence of Liability for Migration Failures**

The Customer acknowledges and accepts that Voxnube does not warrant or guarantee that the Pack will prevent migration failures or eliminate downtime, data loss or other migration-related impacts. Voxnube shall have no liability for any migration failure, loss or damage arising from the Customer's use of the Pack, except to the extent such loss arises directly from Voxnube's breach of this Agreement and subject to the limitations and exclusions in this Section 6.

### **6.8 Mitigation and Notice of Claim**

The Customer shall take reasonable steps to mitigate any loss it may suffer and shall notify Voxnube in writing of any claim or circumstances that may give rise to a claim as soon as reasonably practicable and, in any event, within thirty (30) days of becoming aware of the claim. Failure to provide timely notice shall be taken into account insofar as it materially prejudices Voxnube's ability to investigate or defend the claim.

### **6.9 Insurance**

The Customer acknowledges that the allocation of risk under this Agreement reflects the Fees charged by Voxnube. Where reasonably requested by Voxnube, the Customer shall maintain adequate insurance to cover its liabilities arising from its use of the Pack.

### **6.10 Governing Law for Liability Provisions**

For Customers located in the United Kingdom, the interpretation and application of this Section 6 (and any dispute relating to liability under this Agreement) shall be governed by and construed in accordance with the laws of England and Wales.

For Customers located in the Republic of Ireland, the interpretation and application of this Section 6 (and any dispute relating to liability under this Agreement) shall be governed by and construed in accordance with the laws of Ireland.

## **7. Intellectual Property, Confidentiality and Indemnities**

### **7.1 Ownership and Reservation of Rights**

The Customer acknowledges and agrees that Voxnube (and its licensors) exclusively own all right, title and interest in and to the Pack and the Resources and all associated Intellectual Property Rights (collectively, the "Voxnube IP"). Nothing in this Agreement grants the Customer any rights, title or interest in the Voxnube IP except for the limited licence expressly set out in this Agreement.

All rights not expressly granted to the Customer are hereby reserved by Voxnube.

### **7.2 Licence Scope; No Transfer of Title**

The Customer's rights to use the Pack are limited to the non-exclusive, non-transferable licence expressly granted in this Agreement. The Customer shall not challenge, contest or take any action inconsistent with Voxnube's ownership of the Voxnube IP.

### **7.3 Proprietary Notices**

The Customer shall not remove, alter or obscure any proprietary, copyright, trademark or other legal notices contained in or delivered with the Pack. Any copies or extracts made by the Customer must reproduce all such notices in full.

### **7.4 Confidentiality Obligations**

The Pack and any other material designated or understood to be confidential under this Agreement constitute Confidential Information of Voxnube. The Customer shall:

- a) keep Voxnube's Confidential Information strictly confidential;
- b) use Voxnube's Confidential Information solely for the purpose of exercising its rights under this Agreement; and
- c) restrict disclosure of Voxnube's Confidential Information to those of its employees, officers, professional advisors or contractors who have a bona fide need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement.

The Customer shall implement reasonable administrative, physical and technical safeguards to protect Voxnube's Confidential Information from unauthorised access, use or disclosure.

Confidentiality obligations shall not apply to information that the Customer can demonstrate: (i) was already lawfully in the Customer's possession without restriction on disclosure prior to receipt from Voxnube; (ii) is or becomes publicly available through no breach of this Agreement by the Customer; (iii) is lawfully received from a third party without restriction and without breach of an obligation of confidence; or (iv) is independently developed by the Customer without use of Voxnube's Confidential Information. Disclosure required by applicable law or regulation is permitted only if the Customer gives Voxnube prompt written notice (to the extent legally permitted) and cooperates with Voxnube, at Voxnube's expense, in seeking a protective order or other appropriate remedy.

### **7.5 Return or Destruction on Termination**

Upon termination or expiry of this Agreement, or upon Voxnube's written request, the Customer shall, within thirty (30) days: (a) cease all use of the Pack; (b) return to Voxnube or destroy all copies of the Pack and all other Voxnube Confidential Information in the Customer's possession or control; and © provide a written certification signed by an authorised officer of the Customer confirming compliance with this clause. The obligation to destroy Confidential Information shall not apply to information that must be retained to comply with applicable law or reasonable internal document-retention policies, provided that such retained information remains subject to the confidentiality obligations of this Agreement.

### **7.6 Voxnube Indemnity (Intellectual Property)**

Subject to the exclusions and requirements below, Voxnube shall indemnify, defend and hold the Customer harmless from and against any final judgment awarded against, or any settlement reasonably approved in writing by Voxnube of, any third-party claim that the unmodified Pack, as delivered by Voxnube and when used strictly in accordance with this Agreement, infringes a third party's registered copyright, patent or trademark rights in the territory in which the claim arose ("IP Claim"), and shall pay any amounts finally awarded against the Customer by a court of competent jurisdiction or agreed in settlement (together, "Covered Losses").

Voxnube's indemnity obligation shall not apply to the extent the IP Claim arises from: (a) use of the Pack in combination with products, services, materials or data not provided by Voxnube where the infringement would not have occurred but for such combination; (b) modifications made to the Pack by any party other than Voxnube; © use of the Pack other than in accordance with this Agreement; or (d) materials supplied or specified by the Customer.

If an IP Claim is made or appears likely, Voxnube may, at its option and expense: (i) procure for the Customer the right to continue using the Pack; (ii) replace or modify the Pack so that it is non-infringing while providing substantially equivalent functionality; or (iii) if neither (i) nor (ii) is commercially practicable, terminate this Agreement with respect to the affected Pack and refund any prepaid, unused portion of fees attributable to the remainder of the licence term.

### **7.7 Customer Indemnity**

The Customer shall indemnify, defend and hold Voxnube and its officers, directors, employees, agents and affiliates harmless from and against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of or in connection with:

- a) any breach by the Customer of its obligations under this Agreement (including any unauthorised distribution, resale or sublicensing of the Pack);
- b) any claim by a third party arising from the Customer's use, modification or combination of the Pack other than as permitted by this Agreement; and
- c) any misuse of the Pack by the Customer that gives rise to third-party claims (including claims relating to migration activities performed by or on behalf of the Customer).

The Customer's indemnity shall not apply to the extent the claim arises from Voxnube's wilful misconduct or breach of its express obligations under this Agreement.

#### **7.8 Indemnity Procedure and Cooperation**

A party seeking indemnification (the "Indemnified Party") shall: (a) promptly notify the other party in writing of the claim; (b) permit the other party (the "Indemnifying Party") to assume sole control of the defence and settlement of the claim (provided that the Indemnifying Party shall not, without the Indemnified Party's prior written consent, settle any claim that imposes any non-monetary obligation on the Indemnified Party or admits fault or liability on the part of the Indemnified Party); and (c) reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defence of the claim.

The Indemnified Party may participate in the defence of any claim with counsel of its choice at its own expense. The Indemnifying Party shall not, without the Indemnified Party's prior written consent (not to be unreasonably withheld), settle any claim in a manner that would adversely affect the Indemnified Party's rights or obligations.

#### **7.9 Survival**

The obligations under this Section 7 (including ownership, confidentiality, return/destruction obligations and indemnities) shall survive termination or expiry of this Agreement for the period specified elsewhere in this Agreement and, in respect of Confidential Information that constitutes a trade secret under applicable law, for so long as such status endures.

### **8. Miscellaneous and Signature Block**

#### **8.1 Governing Law**

For Customers whose principal place of business is in the United Kingdom (England & Wales): this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales.

For Customers whose principal place of business is in Ireland: this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Ireland.

#### **8.2 Jurisdiction**

Subject to the parties' right to seek injunctive or other equitable relief as set out in clause 8.6, the parties irrevocably agree that the courts of (i) England & Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement for Customers located in England & Wales; and (ii) Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement for Customers located in Ireland.

#### **8.3 Notices**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered to the addresses (or email addresses) set out for each party in this Agreement (or to such other address as either party may from time to time notify the other in accordance with this clause).

Notices sent by email shall be deemed received on the date of transmission unless a delivery failure is received. Notices sent by recorded delivery/post shall be deemed received two (2) Business Days after posting (or such longer period if delivery is delayed by circumstances outside the sender's control).

#### **8.4 Assignment and Subcontracting**

The Customer may not assign, transfer, charge, sublicense or otherwise deal in any of its rights or obligations under this Agreement without the prior written consent of Voxnube (such consent not to be unreasonably withheld or delayed).

Voxnube may assign, novate or transfer all or any part of this Agreement, or subcontract any of its rights or obligations under this Agreement, to: (a) any parent or subsidiary; or (b) any purchaser of Voxnube's business or assets to which this Agreement relates, provided that any such assignee or transferee assumes Voxnube's obligations under this Agreement.

#### **8.5 Entire Agreement**

This Agreement (including all schedules, appendices and documents expressly referred to in it) constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement (whether written or oral) between the parties relating to that subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any

statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

#### **8.6 Remedies; Audit Rights Limited**

The parties acknowledge and agree that the remedies for any breach of the provisions prohibiting distribution outside the Customer organisation are limited to those remedies expressly set out in this Agreement, consisting of termination of the licence and injunctive or equitable relief to prevent or restrain any actual or threatened unauthorised distribution.

Except as expressly provided in this Agreement, no party shall have any right to conduct audits of the other party in relation to the subject matter of this Agreement. Voxnube expressly waives any general audit rights; Voxnube's remedies are limited to termination and injunctive relief as set out above.

#### **8.7 Variation and Waiver**

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party (save that Voxnube may vary administrative or operational policies relating to delivery of the Pack provided that such variations do not materially reduce the scope of the licence or the functionality of the Pack).

No failure or delay by a party to exercise any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. Any waiver must be in writing and signed by an authorised representative of the waiving party.

#### **8.8 Severability**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

#### **8.9 Counterparts and Electronic Signatures**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute the one agreement. Transmission of an executed counterpart by electronic means (including as a PDF or other electronic image) shall be effective as delivery of an original executed counterpart. The parties agree that electronic signatures (including those inserted using recognised electronic signature platforms) shall be valid and binding for the purposes of executing this Agreement.

#### **8.10 Further Assurance**

Each party shall, at its own cost, promptly do and execute all such deeds, documents and things and do all such acts as may reasonably be required for giving full effect to this Agreement and the transactions contemplated by it.

#### **8.11 Survival**

The provisions of this clause 8 and any provision which by its nature is intended to survive termination or expiration of this Agreement shall survive any termination or expiry of this Agreement.

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#### **Signed for and on behalf of Voxnube Limited**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Signed for and on behalf of [Customer legal name]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_