



ng-voice End User License Agreement

In the absence of an executed agreement between the parties governing the subject matter herein, this End User License Agreement shall apply. Any conflicting or additional terms proposed by either party shall not be binding unless expressly agreed to in writing by both parties.

This End User License Agreement ("**EULA**") is a legal agreement between you ("**End User**") and ng-voice GmbH ("**ng-voice**") regarding ng-voice's product(s) ("**Product(s)**"). By installing, copying, or otherwise using the Product(s), End User agrees to be bound by the terms of this EULA.

1. **License Grant.** ng-voice grants End User a non-exclusive, non-transferable, non-sublicensable (except to pre-defined affiliates or successors or with prior written consent), and term-based license to use the Product(s) in the territory within the term of the subscription, subject to End User's full compliance with the terms of this EULA and the payment of all relevant fees.
2. **Restrictions.** End User shall not: (i) disassemble, decompile, reverse engineer, translate, or otherwise attempt to reconstruct the Product(s), or attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know-how, or ideas embodied by, underlying, or contained in the Product(s); (ii) remove any product identification or proprietary rights notices from the Product(s); (iii) sell, sublicense, lease, lend, distribute, transfer, or otherwise provide access to the Product(s) to any third party except as expressly permitted in this EULA; (iv) modify or create derivative works of the Product(s); (v) use or copy the Product(s) except as expressly provided by this EULA; or (vi) conduct benchmark testing on the Product(s) or publicly make available information with respect to the performance or reliability of the Product(s).
3. **Ownership.** No title to the intellectual property rights in and to the Product(s) owned by ng-voice is transferred to End User. ng-voice shall retain its rights, title, and interest in the Product(s).
4. **Warranty.** ng-voice warrants that the Product(s) will perform substantially in accordance with the accompanying documentation. If the Product(s) do not perform substantially in accordance with the documentation, ng-voice shall, subject to the SLA, correct or replace the Product(s) at its own discretion. To the maximum extent permitted by applicable law, the limited warranties and remedies for breach of warranty set out in the EULA are exclusive and are in lieu of all other warranties and remedies, express or implied, either in fact or by operation of law, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights, with respect to the Product(s).
5. **Limitation of Liability.** In no event shall ng-voice be liable to End User or any third party for any indirect, special, incidental, consequential, or exemplary damages arising out of or in connection with the use or inability to use the Product(s), including, without limitation, damages for 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. The total liability of ng-voice to End User for any given calendar year arising out of or relating to this EULA, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the payment amount actually received by ng-voice during that calendar year under this EULA.
6. **Termination.** Either party may terminate this EULA for cause upon written notice to the other party: (i) if the other party breaches any of its material obligations under this EULA, provided that the other party is given written notice of its breach and at least thirty (30) days (or a similarly reasonable period) to cure the breach; (ii) for repeated material breaches of this EULA by the other party; or (iii) if a party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of its creditors. The license will terminate upon termination of the EULA for reasons of End User's material breach.

7. **Remedy.** End User agrees that legal remedies alone provide inadequate protection of ng-voice's intellectual property rights in the Product(s) and that, in addition to other relief, ng-voice may without the necessity of posting bond obtain temporary and permanent injunctions to enforce those rights.
8. **Assignment.** End User may not assign, delegate, or otherwise transfer the license without ng-voice's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, except that assignment to a predefined affiliate or a successor entity is permitted upon notice of the identity of the assignee and date of assignment to ng-voice. Any assignment in violation of the foregoing shall be void.
9. **Waiver.** No failure or delay by ng-voice to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
10. **Severability.** If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions of this EULA will remain in full force and effect.
11. **Entire Agreement.** This EULA constitutes the entire agreement between End User and ng-voice with respect to the Product(s) and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between End User and ng-voice with respect to the Product(s).
12. **Governing Law.** This EULA shall be governed by and construed in accordance with the laws of Germany, without giving effect to any choice of law or conflict of law provisions.