



IVONA End User License Agreement

1.2.0

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1. Definitions

"Software" means the following components in object form only together with any intellectual property rights to the extent embodied therein: IVONA Text-to-Speech, IVONA Voice, IVONA MiniReader, IVONA Reader, IVONA ControlCenter, any activating key, together with associated media, printed materials and online or electronic documentation together with any intellectual property rights to the extent embodied therein.

"Speech" means an audio output generated by use of the Software and/or the audio containing such output.

"Updates" means, collectively, bug fixes, enhancements, new releases, new versions, modifications, revisions, updates or upgrades to the Software to the extent provided by IVONA to you.

2. Grant of License

IVONA grants you a personal, limited, non-exclusive, terminable license to use the Software subject to the terms and restrictions set forth in this Agreement. You are not permitted to use the Software in any manner not expressly authorized by this



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You will not (a) transfer, sublicense, lease, lend, distribute, upload to any website, host in any manner, or sell the Software or any part of it or enable others to do so; (b) disclose or otherwise provide any part of the Software to any third party; or (c) use the Software or Speech for commercial purposes. You will not use the Software for any unlawful purposes or in a manner that: (i) may be considered sexually explicit, vulgar, profane, offensive or obscene, defamatory, slanderous, religiously or racially offensive or otherwise promoting hate towards individuals or groups, promoting terrorist or other criminal activities; or (ii) infringes anyone else's intellectual property rights or rights or privacy. You will not distribute Speech, in any manner, including, but not limited to, in the form of audio files, as a part of applications, materials or multimedia works created by or for you or otherwise rent, resell, lease or lend Speech to any third party. You may not play back Speech in public or otherwise make Speech publicly available.

4. Reverse Engineering

To the maximum extent permitted under the mandatory provisions of law, you will not modify, reverse engineer, disassemble or decompile the Software or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein. You also agree not to defeat, nor attempt to defeat, any security measures built into the Software.

5. Updates

All Updates are deemed to be part of the Software and use of all Updates will be governed by the terms of this Agreement unless other terms are provided with such Updates.

6. Intellectual Property Rights

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7. Feedback

You may, from time to time, provide feedback to IVONA in the form of suggestions or comments relating to the Software ("Feedback"). Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by you, shall not, absent a signed, written agreement with IVONA, create any obligation of confidentiality for IVONA. You agree that you will not give Feedback that is subject to license terms that seek to require any IVONA product, technology, service or documentation incorporating or derived from such Feedback or any IVONA intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise set forth in a separate, subsequent written agreement between the parties, IVONA will be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

8. Term and Termination

Except for trial and/or beta versions of the Software, this Agreement is effective as of the date of acceptance for an unlimited period of time, until terminated. For trial and/or beta versions of the Software, this Agreement is effective as of the date of acceptance and remains in effect for the period of time or until the date specified in the Software or certificate of authenticity or license key, as applicable. You may terminate it at any time by destroying the Software, together with all copies and merged portions in any form. It will also terminate immediately if you fail to comply with any term or condition of this Agreement. IVONA may terminate this Agreement without cause at any time upon notice to you with immediate effect. Upon termination of this Agreement, (1) you agree to destroy the Software, together with all copies, (2) your license to the Software will cease immediately, and (3) the following sections of this Agreement will survive: "Restrictions," "Reverse Engineering," "Intellectual Property Rights," "Feedback,"



“Restricted Use,” “Consent to Use of Data,” “No Warranty,” “Limitation of Liability,” “Disclaimer,” “Export,” “Governing Law,” “Severability,” and “Entire Agreement.”

9. Restricted Use

The Software is not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which a malfunction of the Software would result in foreseeable risk of injury or death to the operator of the device or system, or to others.

10. Support

IVONA may, in its sole discretion, provide you with technical support services with respect to the Software. If provided, IVONA may discontinue such technical support services at any time upon notice with immediate effect.

11. Consent to Use of Data

You agree that IVONA, its affiliates and/or its designated agent may collect and use technical and related information gathered in any manner as part of product support services related to the Software. IVONA, its affiliates, and/or its designated agent may use this information to improve its products or to provide customized services or technologies to you. IVONA, its affiliates, and/or its designated agent may disclose this information to others, but not in a form that personally identifies you.

12. No Warranty

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14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IVONA'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE LICENSE FEE PAID, AT IVONA'S OPTION

15. Export

The Software may be subject to export laws and regulations. You will comply with all domestic and international export laws and regulations that apply to the Software.

16. Taxes

Each Party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). You shall provide such information to IVONA as reasonably required to determine whether IVONA is obligated to collect Indirect Taxes from Counterparty. IVONA shall not collect, and you shall not pay, any such Indirect Tax for which you furnishes IVONA a properly completed exemption certificate or a direct payment permit certificate or for which IVONA may claim an available exemption from Indirect Tax. All payments made by you to IVONA under this Agreement and applicable Purchase Orders shall be made free and clear of any withholding or deduction for taxes unless such deduction or withholding is required



by applicable law, in which case you shall (i) withhold the legally required amount from payment; (ii) remit such amount to the applicable taxing authority and (iii) deliver to IVONA original documentation or a certified copy evidencing such payment (“Withholding Tax Receipt”) within the time required by applicable law. IVONA shall provide Counterparty with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement. The Parties agree that as of the Effective Date, based on the contracting parties, territories, rights and currently applicable law, no withholding is anticipated on payments from you to IVONA.

17. Governing Law

To the extent permitted by applicable law, this Agreement will be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any dispute, controversy or claim arising out of or relating to this Agreement will be settled by the courts in New York County, New York, and each party expressly consents to the exclusive personal jurisdiction and venue of such courts. To the extent applicable law prohibits exclusive jurisdiction and venue in New York County, New York for disputes under this Agreement, jurisdiction and venue will be with any court that has competent authority to resolve such disputes.

18. Severability

In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

19. Entire Agreement

This Agreement sets forth the entire agreement between you and IVONA, supersedes all prior oral agreements, statements and representations, with respect to the Software, and may be amended only in a writing signed by both parties.

This Agreement shall be applicable only in the absence of any other written Agreement entered by You with Ivona with respect to the Software.