

## NovelVox : End User License Agreement

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For the avoidance of doubt, in the event Licensee elects to terminate or the Agreement automatically terminates as a result of a Licensee breach, Licensee will not be entitled to a refund of any fees paid under this Agreement.

The following terms and conditions shall survive any termination of this Agreement: Sections 2, 4, 5, 6, 11, 13, and 14.

## 6. Proprietary Information

For the Term of this Agreement and for a period of five (5) years thereafter, Licensee agrees to keep confidential and will not publish or otherwise disclose for any purposes the Proprietary Information (as defined below) furnished by Licensor to Licensee or any Authorized User pursuant to this Agreement.

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Notwithstanding anything to the contrary, Licensor's liability under this Agreement shall be limited to the total fees paid by Licensee to Licensor pursuant to this Agreement. In no event shall Licensor be liable for any incidental, consequential, indirect, special, or punitive damages, or lost profits, arising out of, or related to, this Agreement, even if Licensor has been advised of the possibility thereof, and regardless of whether the claim is based on contract, tort, or another theory or cause of action.

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### **13. Miscellaneous**

The relationship between Licensor and Licensee will be that of third party contractors, and neither Party will have the right, power or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. Licensee may not assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent. Licensee agrees that Licensor may assign this Agreement without prior notice in the event of a merger, acquisition, or sale of all or any part of Licensor's business. No waiver of any breach of the terms of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege. If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The meaning of that provision will be construed to the extent feasible, to render the provision unenforceable. If no feasible interpretation will save such provision, it is to be severed from the remainder of the terms of this Agreement, which are to remain in full force and effect. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral.

### **14. Governing Law; Dispute Resolution & Jurisdiction**

This Agreement is governed by the laws of the state of Delaware, without regard to conflicts of law principles. All disputes arising under this Agreement shall be submitted to binding arbitration under the Rules of Delaware Rapid Arbitration Act ("DRAA Rules") as such Rules may be amended or changed from time to time; provided that the parties may agree to depart from the Rules by (i) adopting new or different rules to govern the Arbitration or (ii) modifying or rejecting the application of certain of the Rules. To be effective, any departure from the Rules shall require the consent of the Arbitrator and shall be in writing and signed by an authorized representative of each such party. The arbitration shall be conducted by one arbitrator to be appointed by NovelVox in accordance with the DRAA Rules.

The Arbitration shall take place in Wilmington, Delaware, or such other location as the parties and the Arbitrator may agree. All proceedings will be heard in English. Costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the Parties. The arbitration award shall be final and each Party shall comply in good faith, and the award may be entered and enforced in any court having jurisdiction. If judicial enforcement or review of the arbitrator's decision is sought, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. For the avoidance of doubt, all claims Licensee brings against Licensor must be resolved in accordance with this Section. All claims filed or brought against Licensor contrary to this Section shall be considered improperly filed.



Should Licensee file a claim contrary to this Section, Licensee agrees that Licensor may recover attorneys' fees and costs provided that Licensor has provided written notice of the improperly filed claim and Licensee has failed to properly withdraw the claim. Courts in Delaware shall have exclusive jurisdiction. In the event that Licensee or any Authorized User has a question about this Agreement, please direct all communications to: [licenses@novelvox.com](mailto:licenses@novelvox.com)

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