

# NOVELVOX

## End User License Agreement (EULA)

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Applicable to On-Premises, Private Cloud, and NovelVox Cloud Deployments

**Last Updated:** March 19, 2026

**Version:** 2.13

Confidential

## INTRODUCTION

Please read this End-User License Agreement carefully before clicking the “I Agree” button, downloading, or using NovelVox Softwares / Products / Services.

This End User License Agreement (the “**EULA**” or “**Agreement**”) IS APPLICABLE TO END CUSTOMERS (the “**Client**”). This EULA is a legal agreement between you (either an individual or a legal entity that will use the product and that you represent as an employee or authorized agent) and us (hereinafter “**Licensor**” or “**Novelvox**”).

By downloading, installing, activating, or accessing the software product or cloud-hosted service (hereinafter referred to as “**Licensed Product**”), Client agrees to be bound by the terms of this Agreement. The date on which the Licensed Product has been downloaded, installed to Client’s server, activated, or first accessed via cloud (whichever is earlier) shall constitute the effective date of the license (the “**Effective Date**”).

Client and any Authorized User shall treat the Licensed Product like a reasonably prudent person or entity would treat such proprietary material. Neither Client nor any Authorized User shall copy or use the Licensed Product except as is expressly permitted below. Moreover, the Licensed Product(s) as provided to Client shall be deemed “confidential” as is set forth herein. Client & Novelvox may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

**BEFORE DOWNLOADING, INSTALLING, ACTIVATING, OR ACCESSING THE LICENSED PRODUCT, YOU SHOULD CAREFULLY READ THE TERMS OF THE AGREEMENT SET FORTH HEREUNDER. BY DOWNLOADING, INSTALLING, ACTIVATING, OR ACCESSING ANY LICENSED PRODUCT, YOU ARE BOUND BY AND HAVE BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THE LICENSED PRODUCT SHOULD NOT BE DOWNLOADED, INSTALLED, OR ACCESSED BY YOU OR ANYONE ON YOUR BEHALF.**

If You are a business entity or an individual or you have purchased Software from a third party (“**Reseller/Partner**”) who resells the Software to You under the terms of an agreement between You and such Reseller (a “**Purchase/Subscription Agreement**”), then the terms of Your Purchase/Subscription Agreement with the Reseller/Partner shall be superseded by this EULA. Resellers/Partners may only grant rights, and must pass through conditions, consistent with this EULA. Thus, even though Your Purchase/Subscription Agreement is between you and the Reseller, by installing, accessing, or using the Software, You acknowledge and agree that: (a) any license rights if any in the Purchase/Subscription Agreement that are greater than the license rights in this EULA shall not apply; (b) any license conditions in this EULA that are not contained in the Purchase/Subscription Agreement apply to You; (c) the limitations of liability set forth in this EULA will apply in favor of Licensor, its affiliates and suppliers despite the existence of a Purchase/Subscription Agreement; and (d) Licensor is a third-party beneficiary of the Purchase/Subscription Agreement and is entitled to exercise and enforce all of the Reseller’s rights and benefits under that Purchase/Subscription Agreement.

Note: By accepting the terms of this EULA/Agreement you also agree to the privacy policy available at <https://www.novelvox.com/end-user-license-agreements>

## 1. DEFINITIONS

**“Activation Date”** means the date on which the Licensed Product is installed, provisioned, or made available to Client for configuration and testing under the applicable Deployment Model. Activation shall be deemed to have occurred upon written notice from NovelVox that the system is provisioned and ready for Client configuration.

**“Authorized User”** means any individual who is authorized by Client to use the Licensed Product, whether on-premises or via cloud access.

**“Client Data”** means any data, content, or information that Client or its Authorized Users input, upload, transmit, or make available through the Licensed Product, including data retrieved from Client’s System of Record.

**“Cloud Service”** means the NovelVox cloud-hosted deployment model (sometimes referred to as SaaS) where the Licensed Product is delivered as a service via the internet through NovelVox’s cloud infrastructure (currently AWS), with dedicated, isolated resources for each Client.

**“Data in Transit”** shall mean temporary data packets or information transmitted through the Service solely for the purpose of facilitating communication between connected systems or applications and which are not permanently stored or retained by NovelVox.

**“Deployment Model”** means the method by which the Licensed Product is delivered to Client, being one of: (a) On-Premises, (b) Private Cloud, or (c) NovelVox Cloud, as specified in the applicable SOW.

**“Go-Live Date”** means the date on which the Licensed Product is first used in a production environment by any end-user, regardless of whether UAT has been formally completed, and regardless of the number of users or the scope of functionality deployed. For the avoidance of doubt, production use by even a single end-user, or deployment with limited scope or limited functionality, shall constitute Go-Live.

**“Licensed Product”** means the proprietary software, applications, modules, APIs, connectors, integrations, documentation, and related components developed and owned by NovelVox and licensed to the Client under this Agreement, whether deployed on the Client’s infrastructure, hosted by NovelVox in a cloud environment, or made available through any third-party platform, marketplace, or integration framework. The Licensed Product includes any updates, upgrades, enhancements, modifications, patches, or new releases provided by NovelVox from time to time as part of the license granted under this Agreement. For the avoidance of doubt, the Licensed Product does not include any third-party software, applications, platforms, or services that may integrate with or operate alongside the Licensed Product unless expressly stated otherwise in the applicable SOW or documentation.

**“Persistent Operational Data”** means limited operational and integration-related data stored by NovelVox on a persistent basis solely to enable and support the functionality of the Licensed Product, including configuration data, mappings, tokens, and interaction metadata, but excluding full transactional payloads unless expressly agreed in the applicable SOW.

“**On-Premises**” means the deployment model where the Licensed Product is installed on Client’s own servers or infrastructure and managed by Client.

“**Purchase Order**” or “**PO**” means the commercial ordering document issued by or on behalf of Client specifying the Licensed Products, quantity, pricing, number of SOR connections, and other commercial terms.

“**Private Cloud**” means the deployment model where the Licensed Product is installed on a cloud instance dedicated to Client, provisioned and managed as specified in the SOW.

“**Subscription Term/Period**” shall mean the duration for which the Client is authorized to access and use the License/Licensed Product as specified in the PO.

“**Statement of Work**” or “**SOW**” means the document setting forth the detailed scope of Services, Deployment Model, technical specifications, number of services or templates, implementation milestones, support terms, and other operational details.

“**System of Record (SOR)**” means Client’s backend systems, databases, or applications from which Client Data is retrieved or to which Client Data is sent through the Licensed Product.

## 2. SUBSCRIBED SERVICES/LICENSED PRODUCT: SUBSCRIPTION, MILESTONES, LICENSE AND EVALUATION

### 2.1 Services

Subject to the terms and conditions of this Agreement, Client hereby subscribes to the Services/Licensed Product as per the scope outlined in the applicable Purchase Order and Statement of Work. The Deployment Model applicable to Client shall be as specified in the SOW.

#### 2.1A Relationship Between PO, SOW, and EULA

The PO, SOW, and this EULA together form the complete agreement for each engagement. The PO governs commercial terms (products, pricing, quantity). The SOW governs technical and operational terms (Deployment Model, scope of services/License, implementation details, support terms). This EULA governs the license, legal rights, and obligations of the Parties.

**Order of Precedence:** In the event of a conflict between these documents, the order of precedence shall be: (1) the PO; (2) the SOW; (3) this EULA. Any terms and conditions incorporated by reference into the EULA or SOW that are inconsistent with the PO shall be superseded by the terms of the PO.

**Timing:** The SOW is typically executed concurrently with the PO. Where the SOW is executed after the PO, the terms of this EULA and the PO shall govern until the SOW is fully executed. Novelvox shall not be obligated to commence implementation/deployment of Services/Licensed Product until the SOW has been executed by both Parties, unless otherwise agreed in writing.

### 2.2 Deployment Models

NovelVox offers the Licensed Product under the following Deployment Models. The specific model applicable to Client shall be designated in the SOW:

#### (a) On-Premises Deployment

The Licensed Product is installed on Client's own servers or infrastructure. Client is responsible for providing and maintaining all hardware, operating systems, network infrastructure, and third-party software required to operate the Licensed Product. NovelVox shall provide installation support as specified in the SOW.

#### (b) Private Cloud Deployment

The Licensed Product is deployed on a cloud instance dedicated to Client (e.g., AWS, Azure, or other cloud provider as agreed). Responsibility for infrastructure management shall be as specified in the SOW and may be shared between Client and NovelVox.

#### (c) NovelVox Cloud Deployment

The Licensed Product is hosted on NovelVox's cloud infrastructure and delivered to Client as a service via the internet. Under this model:

(i) Each Client receives **dedicated, isolated cloud resources**, including a separate S3 storage bucket, separate security controls, and a dedicated CloudFront distribution;

(ii) NovelVox acts as an intermediary: requests originate from the Client's end-user interface (which may include web browsers, IVR systems, IVA platforms, AI engines, or other client-side applications), are routed through NovelVox's cloud infrastructure (currently hosted on AWS), forwarded to Client's System of Record (SOR), and the response is parsed and returned to the originating system;

(iii) **NovelVox processes Client Data primarily on a transient, in-memory basis for the purpose of parsing and relaying responses between the Client's end-user interface and Client's SOR.** Client Data is processed transiently in memory for the sole purpose of parsing and relaying responses between the Client's end-user interface and Client's SOR. NovelVox does not access, inspect, or analyze Client Data except as necessary to route requests. Where required by the Client's requirements, certain operational and integration data (such as interaction history, SOR mappings, user tokens, and related records) may be persistently stored in a dedicated database as described in Section 6.3(d). Sensitive credentials (such as SOR usernames and passwords) are stored in encrypted format using AWS managed encryption services. No Client Data is written to NovelVox's persistent storage except as described in Sections 6.3(c) and 6.3(d);

(iv) NovelVox is responsible for maintaining the cloud infrastructure, including uptime, security patching, and availability of the service, subject to the Service Level terms set forth in Schedule B.

## 2.3 Usage Limits

(a) Services and Content are subject to usage limits specified in the applicable PO, SOW, and Documentation. If Client exceeds the current usage ordered, Client shall be obliged to pay for any additional usage. Client should pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below. Client has an option to increase the usage limit by increasing the minimum number of users or availing bundle packages as mentioned in the pricing summary of the PO.

(b) In case the Client opts for more than one module/agent/license, once any one of the said module/agent/license is deployed and gone live, the subscription period shall be deemed to commence and such date shall be treated as subscription date for the entire SOW/project.

## 2.4 SPOC

For the purposes of ensuring an efficient rollout of the Services, Client shall nominate a single point of contact. The person so named shall discharge such roles and responsibilities as required by this EULA, and as may be modified from time to time in writing by the Parties.

## 2.5 Subcontract

Novelvox may subcontract such portions of the Services as it may deem fit from time to time with due prior approval of the Client regarding such sub-contracting, provided that as regards the Client, Novelvox shall be solely responsible and liable for performance of its obligations hereunder. Novelvox/sub-contractor shall obtain requisite permissions regarding use of personal or proprietary information from the Client and Novelvox should ensure that each sub-contractor adheres to the same terms as that of the present agreement, for the purpose of carrying out all activities and Novelvox shall conduct adequate due diligence of the sub-contractor(s).

## 2.6 License

Subject to Client’s compliance with this Agreement, Novelvox grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license to access and use the products and/or services ordered by Client, in each case, for the internal business use of Client during the mutually agreed term, unless earlier terminated pursuant to this Agreement. For Cloud Service deployments, this license takes the form of a right to access and use the hosted service; for On-Premises and Private Cloud deployments, this license includes the right to install and run the software on the designated infrastructure.

## 2.7 License Restrictions

Client agrees to use, and to ensure that its Authorized Users use, the Novelvox products and services in accordance with this Agreement. Client agrees not to (and not to authorize any person or entity to):

- (i) use the Novelvox products and services or permit the Novelvox products and services to be used to perform any services for a third party on a service provider, hosted, services bureau, time sharing or other basis;

- (ii) use the Novelvox products and services or permit the Novelvox products and services to be used (1) in violation of any applicable laws, rules or regulations, (2) for any purpose that is illegal, infringing, libelous, tortious, fraudulent or deceptive, or (3) to cause abuse, harm, harassment, distress, torts or violation of any rights of any persons;
- (iii) transmit any unsolicited e-mail, text or other messages, or use any other service to send such unsolicited e-mail, text or other messages;
- (iv) knowingly upload or permit the Novelvox products and services to be used to upload any software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots;
- (v) knowingly use or permit the use of any software, hardware, application or process that interferes with the Novelvox products and services, interferes with or disrupts machines or networks connected to the Novelvox products and services, or violates the regulations, policies or procedures of such machines or networks;
- (vi) intentionally tamper with or breach the security of the Novelvox products and services;
- (vii) release the results of any evaluation of the Novelvox products and services to any third party without prior written approval of Novelvox.

Client and its Authorized Users shall not copy, distribute, publicly display, sublicense, lease, loan, rent, sell, resell or otherwise transfer the Novelvox products and services to any third party. Client and its Authorized Users shall not modify, port, adapt, translate or create any derivative work based upon the Novelvox products and services. Client and its Authorized Users shall not reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of the Novelvox products and services, except for any non-waivable right to decompile software expressly permitted by applicable mandatory law.

## 2.8 Subscription Commencement

**Subscription Commencement:** Unless otherwise specified in the PO or SOW, Subscription Fees shall commence on the Activation Date, regardless of whether Client has completed UAT or commenced production use. Delays in UAT, configuration, internal approvals, or SOR readiness on Client's side shall not delay the Subscription Commencement.

**For Cloud Service Deployments:** Dedicated cloud resources (including the Client's S3 bucket, CloudFront distribution, and security controls) are provisioned upon the Activation Date and reserved exclusively for Client from that date. Cloud infrastructure costs are incurred from the Activation Date regardless of Client's usage.

## 2.9 User Acceptance Testing (UAT)

Once NovelVox notifies Client that the system/product is available for UAT, Client shall commence testing within a reasonable timeframe. Any issue or difficulty must be reported by the Client within seven (7) days of UAT availability. In the absence of any such report, the system/product will be deemed UAT accepted and ready to go live at the earlier of: (a) thirty

(30) days from the date the system was made available for UAT; or (b) the actual UAT acceptance date confirmed in writing by Client.

**Early Production Use:** If Client elects to deploy the Licensed Product into production use (whether for a limited number of users, limited scope, or limited functionality) before UAT has been formally completed, such deployment shall constitute Go-Live under this Agreement. Any remaining UAT activities may continue post Go-Live, but shall not affect the Go-Live Date, Subscription Commencement, or NovelVox's obligations under this Agreement. NovelVox shall not be liable for any issues arising from Client's decision to use the Licensed Product in production prior to completion of UAT.

For clarity, the commencement of Subscription Fees is governed by Section 2.8 above and is not contingent upon UAT completion or acceptance.

## 3. RESPONSIBILITIES AND RESTRICTIONS

### 3.1 Novelvox Responsibilities

Novelvox will provide the Licensed Product to Client during the Term in accordance with this Agreement and the applicable Deployment Model.

**For Cloud Service Deployments, Novelvox shall additionally:** (a) maintain the cloud infrastructure, including compute, storage, and network components; (b) implement and maintain security controls consistent with industry standards; (c) ensure tenant isolation between Clients; (d) perform security patching and updates to the cloud infrastructure; (e) provide monitoring and incident response capabilities; and (f) use commercially reasonable efforts to maintain availability in accordance with Schedule B.

### 3.2 Client Responsibilities

Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to: (a) be solely responsible for all User activity, which must be in accordance with this Agreement and the Documentation; (b) be solely responsible for Client Data (other than with respect to the Novelvox obligations set forth in the Agreement); (c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notify Novelvox promptly of any known unauthorized access or use; and (e) use the Services only in accordance with applicable laws and regulations.

**For Cloud Service Deployments, Client shall additionally:** (f) be responsible for the security, availability, and performance of Client's System of Record (SOR) and the API endpoints through which the Cloud Service communicates with Client's SOR; (g) ensure that end-user interfaces, client-side applications (including IVR, IVA, AI engines, and other automated systems), and network configurations meet the minimum requirements specified in the Documentation; (h) manage and secure all Authorized User access credentials and authentication mechanisms; (i) be solely responsible for the configuration and security of any integrations between Client's SOR and the Cloud Service.

(j) Novelvox shall not be responsible for any outage or non-performance due to malfunction or lack of support from third-party software being used by the Client; (k) for any third-party software, only Client shall be responsible for gaining access to such third-party support.

## 4. FEES AND PAYMENT

### 4.1 Fees

Client shall pay all fees specified in the applicable PO ("Subscription Fees") for the Licensed Product. Client shall also reimburse Novelvox for all reasonable travel and living expenses incurred during the Subscription term for deployment or provision of additional services if any,

provided that any material expenses shall be subject to approval in advance by Client. Except as otherwise specified herein or in the PO: (a) Fees will be quoted and paid in agreed foreign exchange; (b) payment obligations are non-cancellable and Fees paid are non-refundable; (c) under the discretion of Novelvox and under special circumstances, fee already paid may be adjusted for supply or provision of other Novelvox Products or services.

**For Cloud Service Deployments:** Fees may be structured on a per-user/per-month, consumption-based, or other model as specified in the PO. Cloud infrastructure costs are included in the Subscription Fees unless otherwise stated in the PO.

## 4.2 Invoicing and Payment

Novelvox will invoice Client in accordance with the terms specified in the applicable PO. Unless otherwise stated in the PO, Fees are due net thirty (30) days from Client's receipt of the invoice. Any terms and conditions printed on or incorporated by reference into a PO that are inconsistent with this Agreement shall have no force or effect. Client is responsible for providing Novelvox with complete, accurate and up to date billing and contact information.

## 4.3 Overdue Fees

If any Fees are not received from Client by the due date, then at Novelvox's discretion, such Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

## 4.4 Suspension of License

Except with respect to any Fees disputed in good faith by Client, if any Fees for the Licensed Product or the additional services remains overdue for over thirty (30), Novelvox may, without limiting Novelvox's other rights and remedies, suspend the Subscription or Professional Services until such amounts are paid in full.

## 4.5 Suspension for Security Risk

Novelvox may immediately suspend Client's access to the Licensed Product, in whole or in part, without prior notice if Novelvox reasonably determines that: (a) Client's use of the Licensed Product poses a security risk to Novelvox, any other client, or any third party; (b) Client's use of the Licensed Product may adversely impact the Licensed Product infrastructure, the availability or performance of the Licensed Product for other clients, or any third-party services; (c) Client's use of the Licensed Product may subject Novelvox or any third party to liability; or (d) Client is in material breach of this Agreement and such breach, if left uncured, poses an imminent risk of harm.

Novelvox shall use commercially reasonable efforts to: (i) notify Client promptly of any suspension and the reasons therefor; (ii) limit the scope and duration of the suspension to the minimum necessary to address the risk; and (iii) restore access as soon as the underlying issue has been resolved. Any suspension under this Section shall not relieve Client of its obligation to pay Fees during the suspension period unless the suspension is caused by Novelvox's breach.

## 4.6 Taxes

The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client purchases hereunder except for those based on Novelvox's net income, property, or employee withholdings. Taxes shall not be deducted from the payments to Novelvox, except as required by law, in which case the amount payable shall be increased as necessary, so that after making all required deductions and withholdings, NOVELVOX receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

## 5. PROPRIETARY RIGHTS

### 5.1 Novelvox Ownership

The Novelvox products and services, including any developments, enhancements, improvements and derivative works therein and thereto, are the intellectual property of and are exclusively owned by Novelvox and its licensors. As between Novelvox and Client, Novelvox retains title to and ownership of all right, title and interest in and to the Novelvox products and services, including all intellectual property and other proprietary rights therein and thereto, and subject to the limited license granted by Novelvox to Client in this Agreement, Client does not have any right, title or interest in or to the Novelvox products and services. All rights not expressly granted in this Agreement are exclusively reserved by Novelvox and its licensors. If Novelvox receives any feedback, suggestions, ideas, reports, or other information relating to the Novelvox products or services, Novelvox may use such information without any obligation to Client.

### 5.2 Client Ownership and Licenses

Client owns all rights, title and interest in and to (a) all Client Data and (b) any information supplied by Client to Novelvox as may be specified in any PO or SOW (collectively, "Client Materials"). Client grants Novelvox a non-exclusive, non-transferable, royalty-free, non-sublicensable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use Client Materials solely to provide the Services to Client at Client's request. No other rights or implied licenses in Client Materials are granted to Novelvox other than as expressly set forth herein.

### 5.3 Anonymized Data

Nothing in this Agreement will restrict NOVELVOX from collecting, using and analysing general information and data from its Clients (including You) in an anonymized, aggregated manner for purposes of improving and enhancing the quality and nature of Services, or to market or publish general information and statistics, provided that NOVELVOX does not specifically identify You or disclose any personally identifiable information in the course of collecting, using, analysing, marketing or publishing that information or data.

### 5.4 Client Data Responsibility

Subject to NOVELVOX's obligations regarding Client's Data, Client is solely responsible for its Data, including the content, accuracy and integrity of such Data and for correcting errors and omissions in the Data. Client acknowledges that NOVELVOX has no obligation to monitor any information on the NOVELVOX Services and that Novelvox is not responsible for the accuracy, completeness, appropriateness, or legality of Client's Data or any other information or content Client may be able to access using the Services.

## 6. DATA PROCESSING AND SECURITY

## 6.1 Applicability

This Section 6 applies to all Deployment Models. Additional data processing terms specific to the Licensed Product are set forth in Section 6.3 below.

## 6.2 General Data Obligations

Both Parties shall comply with all applicable data protection laws and regulations in connection with the performance of this Agreement. Each Party shall implement and maintain appropriate technical and organizational measures to protect personal data and Client Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

## 6.3 Cloud Data Processing

Where the Cloud Deployment Model applies, the following additional terms shall govern:

### (a) Role of the Parties

Client is the data controller (or equivalent under applicable law) with respect to Client Data. To the extent that Novelvox processes Client Data in the course of Subscription term, Novelvox acts as a data processor (or equivalent) on behalf of Client.

### (b) Transient Data Processing

Novelvox processes Client Data primarily on a transient, in-memory basis for the purpose of relaying and parsing requests and responses between the Client's end-user interface (including web browsers, IVR, IVA, AI engines, or other client-side systems) and Client's System of Record. NovelVox does not access, inspect, or analyze Client Data except as strictly necessary to route, parse, and relay requests and responses. Transient data is purged from memory upon completion of each request-response cycle. No Client Data payload is written to Novelvox's persistent storage under normal operating conditions, except for the Persistent Operational Data described in Section 6.3(d) below.

### (c) Operational Metadata and Logging

**Notwithstanding Section 6.3(b)**, Novelvox may collect and retain the following operational metadata for the purposes of debugging, performance monitoring, error resolution, and service improvement:

- (i) Request headers (e.g., user-agent, content-type, timestamps, request identifiers);
- (ii) Authentication and session tokens in log files;
- (iii) Request and response payloads when debug mode is explicitly enabled by Novelvox for the purpose of diagnosing a specific issue (debug mode shall be time-limited and disabled promptly upon resolution of the issue);
- (iv) Error traces, stack traces, and diagnostic information captured by error monitoring tools (e.g., application performance monitoring systems).

Such operational metadata and logs shall be: (a) retained only for as long as reasonably necessary for the stated purposes; (b) subject to the same security controls as Client Data; (c)

not used for any purpose other than as stated in this Section; and (d) deleted or anonymized in accordance with NovelVox's data retention policies, which shall not exceed ninety (90) days unless a longer period is required for ongoing incident investigation. NovelVox shall make its logging and retention practices available to Client upon reasonable request.

#### **(d) Persistent Operational Data**

Where required by the Client's requirements, NovelVox may persistently store certain operational and integration data in a dedicated database on behalf of the Client ("Persistent Operational Data"). The type and scope of Persistent Operational Data varies by Client and may include, depending on the Client's requirements: customer interaction history, SOR ID mappings, user tokens, SOR scores, phonebook data, account-to-phone-number mappings, quick links, call resolution data, and call recording mappings. Sensitive credentials (such as SOR usernames and passwords) are stored in encrypted format using AWS managed encryption services.

Persistent Operational Data shall be: (a) stored in a database that is, by default, dedicated and isolated per Client (a shared database with logical isolation may be used where agreed with the Client); (b) used solely for the purpose of providing the Licensed Product functionality to the Client; (c) accessible only to authorized NovelVox personnel and the Client's Authorized Users; (d) subject to the same security controls as Client Data, including encryption of sensitive credentials at rest; and (e) deleted within thirty (30) days of termination of the Client's subscription, unless the Client requests an export during the data export period described in Section 11.3 and Schedule B.6.

Client is solely responsible for the accuracy, completeness, and legality of any data stored as Persistent Operational Data. NovelVox does not monitor, review, or validate the content of Persistent Operational Data.

#### **(e) Tenant Isolation**

Each Client's cloud environment is logically and physically isolated from other Clients. Each Client receives a dedicated S3 storage bucket, dedicated security controls, and a dedicated CloudFront distribution. Access controls ensure that no Client can access another Client's resources or data.

#### **(f) Sub-processors**

Client acknowledges that NovelVox uses Amazon Web Services (AWS) as its cloud infrastructure provider and sub-processor. NovelVox shall maintain a list of sub-processors and shall notify Client of any material changes to its sub-processor list. NovelVox shall ensure that each sub-processor is bound by data protection obligations no less protective than those set forth in this Agreement.

#### **(g) Data Residency**

The AWS region in which Client's cloud resources are hosted shall be as specified in the SOW. NovelVox shall not transfer Client Data to a region other than that specified without Client's prior written consent, except where necessary for disaster recovery purposes.

### (h) Encryption

All Client Data in transit between the end-user interface and NovelVox's cloud infrastructure, and between NovelVox's cloud infrastructure and Client's SOR, shall be encrypted using TLS 1.2 or AWS recommended encryption standards. Any static configuration data stored in the dedicated S3 bucket shall be encrypted at rest using Amazon S3 managed keys (SSE-S3).

### (i) Security Incident Notification

In the event of a confirmed security breach affecting Client Data, Novelvox shall notify Client without undue delay and in any event within seventy-two (72) hours of becoming aware of the breach. Such notification shall include the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, and the measures taken or proposed to address the breach.

### (j) Data Processing Agreement

Where required by applicable data protection law (including GDPR, UK GDPR, or equivalent), the Parties shall enter into a separate Data Processing Agreement (DPA). NovelVox's standard DPA is available upon request. In the event of a conflict between this Section 6 and an executed DPA, the DPA shall prevail.

## 6.4 On-Premises and Private Cloud Data

For On-Premises and Private Cloud Deployment Models, Client is solely responsible for the security and protection of Client Data, including implementing appropriate technical and organizational measures. Novelvox's obligations with respect to Client Data are limited to those expressly stated in the SOW and this Agreement.

## 7. WARRANTIES AND DISCLAIMERS

### 7.1 Mutual Warranty

Each party represents and warrants that it is competent to execute this Agreement and perform its obligations hereunder. The foregoing are the only warranties made under this Agreement and are in lieu of and exclude all other warranties, explicit or implied, including but not limited to warranties of merchantability, fitness and uninterrupted use.

### 7.2 Novelvox Warranties

NOVELVOX warrants that: (i) the application/services will be in conformity in all material respects with the specifications contained in the SOW; (ii) it will provide the Services in a professional manner, consistent with recognized industry standards and good commercial practices; (iii) it will comply with all applicable law, and be duly licensed and otherwise authorized to provide the Services; and (iv) it has the authority and right to enter into this Agreement and to observe and perform its respective obligations contained in this Agreement.

**For Cloud Deployments, Novelvox additionally warrants that:** (v) it shall maintain commercially reasonable security measures consistent with industry standards for the protection

of Client Data processed through the Cloud; and (vi) it shall use commercially reasonable efforts to maintain the availability of the Cloud in accordance with Schedule B.

### 7.3 Client Warranty

Client warrants that it has the authority and right to enter into this Agreement and to observe and perform its respective obligations contained in this Agreement.

### 7.4 Disclaimer

**EXCEPT AS SET FORTH IN THIS AGREEMENT, THE NOVELVOX PRODUCTS AND SERVICES ARE PROVIDED “AS IS”. NOVELVOX DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOVELVOX DOES NOT WARRANT THAT THE NOVELVOX PRODUCTS AND SERVICES OR USE THEREOF WILL BE ERROR FREE, UNINTERRUPTED OR VIRUS FREE. NOVELVOX DOES NOT WARRANT THAT THE NOVELVOX PRODUCTS OR USE THEREOF WILL ACHIEVE ANY SALES PERFORMANCE REQUIREMENTS OF CLIENT, OR ANY OUTCOMES OR RESULTS.**

### 7.5 Third-Party Systems and Integration

Novelvox shall not be responsible for any issues with performance of NovelVox software or products due to usage of or integration of third-party tools used by Client on its own into their servers or systems, or due to third-party services that are hired, engaged, or managed by Client independently. For Cloud Deployments, this includes any degradation in service caused by Client’s SOR unavailability, latency, or misconfiguration.

NovelVox shall not be responsible for failures, delays, or disruptions caused by third-party systems, platforms, APIs, telecommunications services, or systems of record integrated with the Licensed Product, whether such integration is performed by Client, NovelVox, or any third party.

NovelVox does not control and is not responsible for the availability, security, or performance of third-party platforms or systems integrated with the Licensed Product, including any changes to third-party APIs, protocols, or service terms that may affect the operation of the Licensed Product.

### 7.6 Stateless Processing

The Licensed Product operates primarily as a stateless communication and integration layer. Client Data transmitted through the Cloud is processed temporarily in memory solely for routing between connected systems. Where required by the Client’s requirements, certain Persistent Operational Data (as described in Section 6.3(d)) may be stored in a dedicated database. NovelVox does not maintain any record of Client Data beyond the operational metadata described in Section 6.3(c) and the Persistent Operational Data described in Section 6.3(d) of this Agreement. Client acknowledges that NovelVox has no ability to recover, reconstruct, or

restore Client Data that originates from or resides in Client's System of Record, except to the extent such data is stored as Persistent Operational Data.

## 8. CONFIDENTIALITY

Each party (a “Receiving Party”) agrees to protect and preserve the confidentiality of any Confidential Information (as defined below) of the other party (a “Disclosing Party”) from unauthorized disclosure and/or use with at least the same degree of care that the Receiving Party applies to its own Confidential Information, but no less than reasonable care, and not to use or disclose to any person or entity any Confidential Information of the Disclosing Party except for performing this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the directors, employees and consultants of the Receiving Party and its affiliated companies who are subject to obligations to maintain the confidentiality of the Confidential Information at least as protective of the Confidential Information as those contained in this Section and who have a bona fide need to know the Confidential Information to perform this Agreement.

“Confidential Information” means any confidential, proprietary and/or non-public information, materials or knowledge of the Disclosing Party disclosed to the Receiving Party, provided that when in tangible form, Confidential Information shall be marked “confidential” or with a similar legend at the time of disclosure and when in intangible form, Confidential Information shall be identified as “confidential” at the time of disclosure, and shall be summarized in writing, marked “confidential” and delivered to the Receiving Party within 30 days of its initial disclosure, or that reasonably should be understood to be confidential given the nature of the information, materials or knowledge and/or the circumstances of disclosure.

Confidential Information shall not include information that: (i) is now or hereafter becomes part of the public domain through no act or failure to act of the Receiving Party; (ii) is information that the Receiving Party had rightfully in its possession without restriction as to use or disclosure before receiving such information from the Disclosing Party; (iii) is hereafter rightfully obtained by the Receiving Party from a third party without restriction as to use or disclosure, provided that such third party is not known by the Receiving Party to be bound by a confidentiality agreement with respect to such information; or (iv) information independently developed by the Receiving Party without any use of or reliance on the Disclosing Party’s Confidential Information.

In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or a court or other judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such compelled disclosure promptly and in writing (to the extent legally permitted) and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

All Confidential Information remains the sole and exclusive property of the Disclosing Party. All confidentiality obligations created by this Section shall remain in force and effect for the later of (a) three years after the termination or expiration of this Agreement or (b) three years after the date any Confidential Information is disclosed by the Disclosing Party to the Receiving Party.

## 9. INDEMNIFICATION

The “Indemnifying Party” shall indemnify, defend and hold the other Party and its shareholders, officers, directors, employees, and agents (such Party and persons who are indemnified being the “Indemnified Party”) harmless from and against any losses, damages, liabilities, claims or demands by third parties (including the costs, expenses, dispute resolution costs, and attorney fees on account thereof) relating to, or arising out of (i) any breach by the Indemnifying Party of the terms of this Agreement, (ii) any claims brought against the Indemnified Party arising in whole or in part out of the Indemnifying Party’s act, negligence, fraud, mishandling, deficiency in service, or default.

Provided however that neither Party shall, at any point of time, be responsible for any losses, damages, liabilities, claims or demands by third parties (including the costs, expenses, dispute resolution costs, and attorney fees on account thereof) relating to, or arising out of (i) any reasons beyond the control of such Party, including but not limited to network outages; and (ii) any downtime or other issue with the network and/or systems of the other Party.

## 10. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, BUSINESS EXPECTANCY OR EXEMPLARY DAMAGES, OR LOST PROFITS, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT TO NOVELVOX DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

**Additional Exclusions:** In no event shall NovelVox be liable for any loss or corruption of Client Data, loss arising from failures, unavailability, or disruptions of third-party systems, platforms, APIs, telecommunications services, systems of record, or SaaS platforms integrated with or connected to the Licensed Product, regardless of whether such integration was performed by NovelVox or Client.

**Exceptions to Liability Cap:** The limitation set forth in sub-clause (B) above shall not apply to: (i) either Party’s indemnification obligations under Section 9; (ii) either Party’s breach of confidentiality obligations under Section 8; (iii) Client’s obligation to pay Fees due under this Agreement; or (iv) liability arising from a Party’s gross negligence, willful misconduct, or fraud.

## 11. TERM AND TERMINATION

### 11.1 Term of Agreement

This Agreement will commence on the Effective Date and will remain in full force unless terminated by either party under clause 11.2.

### 11.2 Termination for Cause

A Party may terminate this Agreement or any applicable PO or SOW for a just and reasonable cause upon thirty (30) days written notice to the other party. In the event either party materially breaches this Agreement, the innocent party may, without prejudice to its other rights and remedies, terminate this Agreement by giving prior written notice of thirty (30) days, provided that the breach remains uncured at the end of such notice period.

### 11.3 Consequences upon Termination

Upon termination of this Agreement, or any Scope of Work, or any services provided hereunder for any reason: (i) Novelvox shall cease the subscription; (ii) the recipient of confidential information shall, at the disclosing party's direction, return or destroy it and certify in writing that this provision has been complied with; and (iii) all amounts due and payable shall be paid within 15 days from the date of termination of the contract.

**For Cloud Deployments, the following additional provisions apply upon termination:** (iv) Novelvox shall provide Client with a data export/migration period of thirty (30) days following the effective date of termination, during which Client may retrieve any configuration data, logs, Persistent Operational Data, or other Client Materials stored in Client's dedicated S3 bucket or database; (v) upon expiration of the data export period, Novelvox shall permanently delete all Client-specific configuration data, Persistent Operational Data, access credentials, and CloudFront distributions associated with Client's environment; (vi) Novelvox shall provide written confirmation of deletion upon Client's request.

## 12. DISPUTE RESOLUTION, GOVERNING LAW & NOTICES

The table below identifies the governing law that governs each SOW (ignoring any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under each SOW based on the location of the Novelvox entity that enters into that SOW.

Country or Territory of Novelvox Entity	Governing Law	Jurisdiction and Venue
India	Law of India	Courts of Faridabad (Haryana)
United States of America	Law of Georgia (GA)	Courts of Georgia (GA)
UK & Europe	Laws of England	Courts of London
United Arab Emirates	Laws of UAE	Courts of Dubai / DIFC

## 13. SUPPORT

Novelvox shall support Client as per the terms of support in the SOW. Any support that is outside the scope stated in the SOW shall be provided at the discretion of Novelvox and subject to terms as may be mutually agreed upon.

**For Cloud Deployments:** Support shall include assistance with Cloud access, connectivity issues, and configuration within the scope specified in the SOW. Issues related to Client's SOR availability, performance, or configuration are the sole responsibility of Client.

## 14. GENERAL PROVISIONS

### No Dependence on Future Functionality

Client agrees that Client is not entering into this Agreement or any PO or SOW contingent on the provision of any future functionality relating in any way to the Licensed Product unless expressly provided in a SOW, and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in a PO or SOW.

### Waiver and Cumulative Remedies

No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

### Assignments

Novelvox may assign or transfer this Agreement in connection with any acquisition, consolidation, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without Client's consent and without providing notice.

### Notices

Except as otherwise expressly set forth in these Terms, all notices given to the Parties under the Agreement will be in writing and will be given by internationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery, if to Client at the address indicated on the Order, and if to Novelvox at: Novelvox NA INC, 760 Old Roswell Road, Suite 392, Roswell, GA 30076, USA or at NovelVox Softwares India Pvt. Ltd. 609-610, 6th Floor, SSR Corporate Park, Faridabad 121003, Haryana, India with a copy emailed of even date to: [legals@novelvox.com](mailto:legals@novelvox.com)

### **Independent Contractor**

The relationship of the parties to each other shall be that of independent contractors and shall not be interpreted to constitute an agency, partnership or joint venture. Each party shall be solely responsible to pay its personnel wages and other statutory and contractual benefits.

### **Non-Solicitation**

To the maximum extent enforceable by applicable law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, without prior consent of other party, directly or indirectly, for itself or on behalf of any other person (i) hire or solicit for hire any employee or independent contractor of the other party except through a general advertisement; (ii) in any manner attempt to influence or induce any employee or independent contractor of the other party to leave the employment of such party; (iii) disclose to any person or entity any information obtained while rendering the Services to or receiving the Services from the other party concerning the names and addresses of the other party's employees or independent contractors; or (iv) otherwise interfere with the relationship of the other party and its employees or independent contractors.

### **Force Majeure**

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, pandemic, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.

Without limiting the foregoing, NovelVox shall not be liable for delays or failures in performance caused by internet outages, cyberattacks (including distributed denial-of-service attacks), cloud infrastructure failures, telecommunications disruptions, power outages, or other technology-related events beyond its reasonable control.

### **Logo Usage**

The Client gives the right to Novelvox to use the Client's logo for promotional and marketing activities of Novelvox products and credentials. Novelvox shall provide the details of such usage on demand by the Client.

### **Severability**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the same shall not affect the remaining provisions hereof, which will remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

### **Code of Conduct**

Each party will conduct all its dealings in a very ethical manner and with the highest business standards. Each Party will provide all possible assistance to the other in order to investigate any possible instances of unethical behaviour or business conduct violations by an employee of the other. Either Party will disclose forthwith any breach of these provisions that comes to their knowledge to allow for timely action in their prevention and detection. Each party will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with the other party. Any instances of such violations will be viewed in a serious manner and each party reserves the right to take all appropriate action or remedy as may be required under the circumstance.

### **Entire Agreement / Amendment**

This Agreement together with the applicable PO(s), signed SOW(s), Schedules, and any exhibits attached hereto shall form the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof. In the event of conflict, the order of precedence set forth in Section 2.1A shall apply.

## SCHEDULES

### SCHEDULE A: ON-PREMISES AND PRIVATE CLOUD DEPLOYMENT TERMS

This Schedule A applies where the SOW specifies an On-Premises or Private Cloud Deployment Model.

#### A.1 Infrastructure Responsibility

**On-Premises:** Client is solely responsible for providing and maintaining all hardware, operating systems, network infrastructure, security controls, and third-party software required to operate the Licensed Product.

**Private Cloud:** Responsibility for cloud infrastructure shall be as allocated in the SOW. Unless otherwise specified, Client is responsible for the cloud instance and Novelvox is responsible for the Licensed Product software.

#### A.2 Data Security

Client is solely responsible for the security and protection of all data processed by the Licensed Product in On-Premises and Private Cloud deployments, including implementing appropriate access controls, encryption, backup, and disaster recovery measures.

#### A.3 Updates and Maintenance

Novelvox shall provide software updates and patches as specified in the SOW. Client is responsible for applying such updates to their environment in a timely manner. Novelvox shall not be responsible for any security vulnerabilities or performance issues resulting from Client's failure to apply available updates.

#### A.4 System Requirements

Client shall ensure that its infrastructure meets the minimum system requirements specified in the Documentation. Novelvox shall not be responsible for performance issues arising from infrastructure that does not meet these requirements.

#### A.5 Health Check and License Audit

NovelVox reserves the right to perform remote or on-site health checks and license usage audits on Client's On-Premises or Private Cloud environment at least once per calendar month, upon reasonable prior notice to Client. Such health checks may include verification of: (a) the number of active licenses in use against the licensed quantity specified in the PO; (b) the overall health, performance, and configuration of the Licensed Product; (c) compliance with the terms of this Agreement, including license restrictions set forth in Section 2.7. Client shall provide NovelVox with reasonable access to the relevant systems and information necessary to conduct such health checks and audits. If a health check or audit reveals that Client's license usage

exceeds the licensed quantity, the excess usage shall be subject to the terms of Section 2.3 (Usage Limits).

## SCHEDULE B: NOVELVOX CLOUD DEPLOYMENT TERMS

This Schedule B applies where the SOW specifies a NovelVox Cloud Deployment Model.

### B.1 Cloud Architecture

The NovelVox Cloud Deployment operates on the following architecture:

- (a) Requests are initiated from Client's end-user interface (which may include web browsers, IVR systems, IVA platforms, AI engines, or other client-side applications) and routed through a dedicated CloudFront distribution or API endpoint assigned to Client;
- (b) Requests are routed through NovelVox's application layer hosted on AWS;
- (c) The application layer forwards requests to Client's designated System of Record (SOR) via secure API connections;
- (d) Responses from Client's SOR are parsed by the application layer and returned to the originating end-user interface;
- (e) Each Client receives a dedicated S3 bucket for static assets, configuration, and any necessary artifacts, with dedicated security controls.

### B.2 Service Availability

Novelvox shall use commercially reasonable efforts to maintain the availability of the Cloud Service. Novelvox shall promptly notify Client of any known service disruptions and shall use commercially reasonable efforts to restore availability as soon as practicable.

**Third-Party Infrastructure:** The Cloud Service may depend on third-party infrastructure including cloud hosting providers, telecommunications networks, and internet service providers. NovelVox shall not be responsible for service interruptions or performance issues caused by such third-party infrastructure.

**Scheduled Maintenance:** Novelvox shall provide at least forty-eight (48) hours' advance notice of scheduled maintenance windows. Novelvox shall use commercially reasonable efforts to schedule maintenance during off-peak hours.

**Availability Exclusions:** Novelvox shall not be responsible for any unavailability, degradation, or disruption of the Cloud Service caused by or arising from:

- (a) Scheduled maintenance windows notified in accordance with this Schedule;
- (b) Internet backbone or internet service provider failures, disruptions, or degradation outside of Novelvox's network;
- (c) Regional outages or service disruptions of the underlying cloud infrastructure provider (currently AWS), including but not limited to AWS regional failures, availability zone outages, and degradation of AWS services (e.g., S3, CloudFront, EC2) that are beyond Novelvox's reasonable control;
- (d) Downtime, unavailability, latency, errors, or misconfiguration of Client's System of Record (SOR) or any third-party systems integrated with or relied upon by Client;

- (e) Force majeure events as defined in Section 14 of this Agreement;
- (f) Actions or inactions of Client or its Authorized Users, including misconfiguration, unauthorized modifications, or use of the Cloud Service in a manner not in accordance with the Documentation;
- (g) Suspension of Client's access pursuant to Sections 4.4 or 4.5 of this Agreement;
- (h) DNS propagation issues or domain-level disruptions outside of Novelvox's control.

### B.3 Security Controls

Novelvox shall implement and maintain the following security controls for the Cloud Deployment:

- (a) Encryption of all data in transit using TLS 1.2 or AWS recommended encryption standards;
- (b) Encryption of data at rest in S3 buckets using Amazon S3 managed keys (SSE-S3);
- (c) Network-level isolation between Client environments;
- (d) Periodic security testing consistent with industry practice;
- (e) Access controls and authentication for administrative access to cloud infrastructure;
- (f) Logging and monitoring of security events;
- (g) Regular security patching of infrastructure and application components.

### B.4 Disaster Recovery

Novelvox shall maintain disaster recovery capabilities for the Cloud Service, including: (a) automated failover mechanisms within the applicable AWS region (intra-region, across Availability Zones); (b) regular backups of configuration data and Persistent Operational Data; and (c) a recovery time objective (RTO) and recovery point objective (RPO) as specified in the SOW, or if not specified, commercially reasonable RTO and RPO. For the avoidance of doubt, automated failover mechanisms are designed for intra-region resilience across AWS Availability Zones and do not constitute cross-region (geographic) failover unless expressly agreed in the SOW. NovelVox shall not be liable for service disruptions caused by regional outages of the underlying cloud infrastructure provider (AWS), as set forth in the Availability Exclusions in Section B.2.

### B.5 Client SOR Requirements

Client acknowledges that the performance and availability of the Cloud Service depend on the availability and performance of Client's System of Record (SOR). Client shall: (a) ensure that its SOR APIs are available and responsive; (b) provide Novelvox with appropriate API credentials and endpoint information; (c) notify Novelvox promptly of any planned or unplanned SOR downtime; and (d) ensure that its SOR can handle the anticipated request volume.

Novelvox shall not be liable for any Cloud Service degradation, unavailability, or errors caused by Client's SOR unavailability, latency, errors, or misconfiguration, as set forth in the Availability Exclusions above.

## **B.6 Cloud Deployment Termination and Data**

Upon termination of a subscription: (a) Client shall have thirty (30) days to export any configuration data, Persistent Operational Data, and artifacts from its dedicated S3 bucket and database; (b) after the export period, Novelvox shall decommission Client's dedicated cloud resources including the S3 bucket, database, CloudFront distribution, and associated security controls; (c) Novelvox shall permanently delete all Client-specific data from its infrastructure and provide written confirmation upon request.

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*End of NovelVox End User License Agreement v2.13*