



# End-User License Agreement

Version 19.0

This End-User License Agreement (“License Agreement”) between LumenVox Corporation and its subsidiaries (Hereinafter “LumenVox”) and You (Hereinafter “You”) constitutes the terms and conditions for Your use of the Software Product in consideration of the license fees that You have paid.

The Software Product(s) provided with this agreement are licensed, not sold, to You for use only under the terms of this License Agreement, unless a Software Product is accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Your prior acceptance of that separate license agreement. Please read this Agreement carefully. By downloading, installing, copying, or otherwise using the Software, You agree to be bound by the terms and conditions of this Agreement and become a party to this Agreement. If You do not agree with all the terms and conditions of this Agreement, do not download, install, copy or otherwise use the Software. You may, however, request a return for a full refund within 30 days of your purchase.

THE SOFTWARE PRODUCT IS PROTECTED UNDER U.S. AND INTERNATIONAL COPYRIGHT LAWS, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES.

## **1. DEFINITIONS.**

The following definitions apply to this Licensing Agreement:

**1.1. “Application Context”** means the particular fields of use and the purpose and manner of using the Software permitted under this Agreement, as specified below.

**1.2. “Device”** shall mean any hardware or software process which opens a channel of communication between a user and the Software. The Device includes, but is not limited to, a channel on a telephony card, a voice over Internet protocol (VOIP) connection, or an offline collection system.

**1.3. “License Agreement”** and “Agreement” shall mean the terms and conditions described herein as well as any attachments and appendices and all future addenda, if any.

**1.4. “Licensed System”** shall mean the specific computer or computer system on which the Software under this Agreement is intended to run.

**1.5. “Multi-Tenant Usage”** shall mean an architecture in which a single instance of a software application serves multiple customers. Each customer is called a tenant.

**1.6. Reserved.**

**1.7. Reserved.**

1.8. **“Server”** shall mean a computer system comprising one or more computer processors and an administrative program that controls access to all or part of a group of interconnected computers and associated devices.

1.9. **“Server Software”** shall mean an administrative computer program that provides services and functionality to all or part of a Server.

1.10. **“Software”** shall mean, but not be limited to, Server Software and associated media.

1.11. **“Software Product”** shall mean collectively Software and User Documentation.

1.12. **“Support Services”** LumenVox provides remote assistance with questions related to the normal functioning, installation, and configuration of LumenVox software and license deployment, issues related to bugs or defects in the normal functioning of LumenVox software in currently supported versions, and help with general LumenVox product questions and reasonable guidance and general recommendations on high level development, voice user interface (VUI) design, and grammar troubleshooting. LumenVox technical support does not provide end-user application development or troubleshooting; help with non-LumenVox systems, the network or deployment environment or application tuning, grammar development, application development or training. Technical Support services are available for purchase separately and are provided as a pre-paid service by the hour.

1.13. **“To Use The Software Product”** shall mean to: (i) install, load, copy, or transmit the Software, in whole or in part, in object-code-only form; (ii) use the Software with the Licensed System, the specific computer or computer system on which the Software under this Agreement is licensed to run; or (iii) copy the User Documentation, only as authorized in this License Agreement.

1.14. **“User Documentation”** shall mean printed materials and on-line or other electronic documentation.

1.15. **“Virtual Machine”** is a software computer that, like a physical computer, runs an operating system and applications. The virtual machine is comprised of a set of specification and configuration files and is backed by the physical resources of a host. Every virtual machine has virtual devices that provide the same functionality as physical hardware and have additional benefits in terms of portability, manageability, and security.

1.16. **“You” and “Your”** refer to the individual or legal entity that enters into this License Agreement (the licensee) with LumenVox.

## 2. GRANT OF LICENSE.

You may install and use a modified version, update, or upgrade of the Software only if you have a validly licensed full version of the Software being modified, updated, or upgraded. If you download, install, copy, or otherwise use a modified version, update, or upgrade of the Software, then this Agreement terminates as to the previous version of the Software, and you have a license only to such modified version, update, or upgrade of the Software under the terms of this Agreement. This copy of the Software is licensed to You, as the end user, subject to all of the terms and conditions of this Agreement.

LumenVox hereby grants to You a nontransferable, nonexclusive right, without the right to sublicense, (the "License") To Use The Software Product.

**2.1. License Server.** The server that manages the license system must not be configured on a machine configuration, Virtual Machine instance or otherwise, where it can be used to duplicate or bypass LumenVox's licensing restrictions. You are prohibited from bypassing the licensing restrictions and requirements.

**2.2. Reserved.**

**2.3. Reserved.**

**2.4. Reserved.**

**2.5. No Multiplexing or Pooling.** Use of software or hardware that reduces the number of Devices directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Licenses required; the required number of Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware.

**2.6. No Multi-Tenant Environments.** Use of the LumenVox Software is excluded in Multi-Tenant Usage environments. A separate "Reseller Agreement" is necessary and will carry additional charges for Multi-Tenant Usage.

**2.7. Not for Resale Software.** If the Software Product is labeled "Not for Resale," "NFR," or "Eval," then Your use of the Software Product is limited to use for demonstration, test, or evaluation purposes and You may not resell, derive revenue from, or otherwise transfer or use for value, the Software Product.

**2.8. Updates or Supplements.** Any software provided to You which updates or supplements the original Software Product is part of the Software Product and is governed by this License Agreement, unless other terms of use are provided with such updates or supplements.

**2.9. Separately Licensed Software.** Any software provided to You that is associated with a separate end-user license agreement is licensed to You under the terms of that license agreement, except if this License Agreement specifically sets forth the terms of use for such software, in which event, the terms set forth in this License Agreement shall apply.

**2.10. Text-to-Speech ("TTS") Software.** You may (a) install and use one (1) copy of the TTS Software on each Server for which you have paid the applicable License Fee, and (b) with the Voices, and (c) for the maximum number of concurrent TTS Ports, and (a) - (c) are allowed as specified and within boundaries of the Application Context. As used in the context of text-to-speech ("TTS") software, "Port" means an audio connection from the TTS software and a live person or other agent to receive and not store audio. TTS software is licensed for the maximum number of simultaneous outbound ports enabled to deliver the output of the TTS software configured in the system. You cannot distribute the saved output of the TTS, in any manner, including, but not limited to, audio files, as a part of applications, materials or multimedia works created by or for you or otherwise rent, resell, lease, or lend the generated output to any third party. You may not play back the saved output in public or otherwise make it publicly available.

**2.11. Developer Version.** The developer version of the Software subject to this license grant is licensed for internal product development uses only.

**2.12. Execution of Software.** The Software may be executed only within the maximum equipment configuration for which the license fees were paid.

**2.13. Temporary License.** In the event of the inoperability of the Licensed System, You may obtain from LumenVox a temporary license to use the Software on another single processor or equipment configuration on a temporary basis during a malfunction which prevents execution of the Software on the licensed processor or equipment configuration, and may load, copy, or transmit the Software as necessary for such temporary execution. You must contact LumenVox to obtain the temporary license.

**2.14. Backup/Archival Copies.** You may make archival copies of the Software as provided in the copyright law of the United States. Any such copies of the Software or the User Documentation shall include copyright and all other legal notices, including but not limited to other proprietary notices and notices mandated by governmental entities, on all complete or partial copies or transmissions of the Software, except as authorized under this paragraph, no copies of the Software or User Documentation or any portions thereof may be made by You or any person under Your authority or control.

**2.15. Excluded Uses.** Product Not For Use in Life Threatening or Fail Safe Applications. You warrant to LumenVox that the Software Product will not be used in any

application such that the use of the Software Product could cause death or serious injury. You agree to indemnify and hold harmless LumenVox against damages resulting from such misuses of the Software Product.

### **3. ACTIVATION.**

According to its discretion, LumenVox may include features in the Software to prevent unlicensed use of the Software. You agree that LumenVox may do so. In particular, use of the Software may require that You activate the Software through the Internet (this process may be more fully described during the installation set up of the Software). During such activation, LumenVox may collect certain non-personal technical information from your computer concerning your computer or network. You agree that LumenVox may do so. You may be required to reactivate the Software if you modify your computer hardware or the Software.

### **4. FLEXIBLE LICENSING MODE.**

When the License Server runs in Flexible licensing mode, it will automatically communicate with cloud-based LumenVox Flexible Licensing Nodes via an Internet connection at predetermined intervals. Usage reports are sent to these Nodes, and updated information regarding the licenses allowed to be used by each License Server will be returned. This communication channel needs to be maintained with these Nodes or the License Server will eventually stop providing licenses. The License Server may be configured to allow usage to exceed the purchased license count, at LumenVox's discretion. LumenVox will identify and report any excess usage and will notify You of any over consumption. You are responsible to pay for the additional license usage within 30 days, as needed to resolve the deficiency. Deficiency is the difference in license count between what is purchased or rented and installed in a given license server instance and what is used.

### **5. NOTIFICATIONS.**

According to LumenVox's discretion, the Software may contain a component that will automatically initiate a connection through the Internet to a website maintained by LumenVox that contains licensing information related to the Software. This connection may be made using the Internet connections under your control.

### **6. OTHER RIGHTS AND LIMITATIONS.**

6.1. Software Transfer. You may transfer the Software from the Licensed System to another computer, provided that it is removed from the Licensed System from which it is transferred. You must contact LumenVox to obtain a transfer license for a nominal fee.

6.2. Rental. LumenVox prohibits the resale, rental, lease or lend or other transfer of our Software without an appropriate supplemental agreement and our written consent. That supplemental agreement could be our "Reseller Agreement" or other contract that obligates

the You to our terms and conditions Notice to Users. You shall inform all users of the Software Product in Your organization of the terms and conditions of this License Agreement.

**6.3. Limitation on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.

**6.4. Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of the Software to any third party without LumenVox's prior written approval.

**6.5. Version Limitation.** The Software contains a certain version number (such as version "14.1"). This License Agreement permits You to install one copy of the Software with the same (or a lower) version number as the Software version number listed above on the Licensed System.

**6.6. Consent to Use of Data.** With respect to technical information You provide to LumenVox as part of any Support Services related to the Software Product, You agree that LumenVox (and its affiliates and agents) may collect, process, and use such information for its business purposes, including for product support and development. LumenVox will not utilize such technical information in a form that personally identifies You.

**6.7. Upgrades.** If the Software Product is labeled as an upgrade, You must be properly licensed to use a product identified by LumenVox as being eligible for the upgrade in order to use the Software Product. Except if You have acquired a direct upgrade from LumenVox as specified below, a Software Product labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade, and following the upgrade You may use the resulting Software Product only in accordance with the terms of this License Agreement.

**6.8. Dual-Media Software.** You may receive the Software Product in more than one medium. Regardless of the type or size of medium received, You must use only one medium that is appropriate for Your single Licensed System. You may not use the other medium for another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

## **7. TITLE AND INTELLECTUAL PROPERTY RIGHTS.**

You understand that all title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text,

and applets incorporated into the Software Product), and any copies You are permitted to make herein are owned by LumenVox.

You understand that all title and intellectual property rights in and to the content which may be accessed through use of the Software Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and international treaties. This License Agreement grants You no rights to use such content.

You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with LumenVox's or its suppliers' or licensors' ownership of or rights with respect to the Software.

If this Software Product contains documentation, which is provided only in electronic form, You may print one copy of such electronic documentation.

You may not copy the printed materials accompanying the Software Product.

LumenVox reserves all rights not expressly granted.

## **8. TRADEMARK AND COPYRIGHT.**

LumenVox® is a federally registered trademark of LumenVox. No right, license, or interest to any trademarks is granted thereunder, and You agree that You shall assert no such right, license, or interest with respect to any trademarks of LumenVox.

## **9. CONFIDENTIAL INFORMATION.**

You acknowledge that the Software Product contains proprietary, unpublished information, algorithms, innovations and concepts (collectively "Confidential Information") protected under trade secret law.

You agree to hold such information in confidence and to take all reasonable precautions necessary to protect the confidentiality of such information. You further agree not to disclose, provide or otherwise make available such information in any form to any person other than Your employees or LumenVox's employees. This provision shall survive any cancellation or termination of this License Agreement.

Your obligations with respect to Confidential Information under this License Agreement shall continue for five (5) years from the date of termination of this License Agreement. This License Agreement does not restrict or impair the right of You to use or disclose any technical information or data which (i) is or becomes generally available to the public through no wrongful act or breach by You; (ii) was in Your possession prior to acquiring the Software Product from LumenVox, and was not acquired directly or indirectly from LumenVox or others under an obligation of confidentiality; or (iii) is independently made available to You by a third party without an obligation of secrecy, provided the third party did not acquire it directly or indirectly from LumenVox.

## 10. WARRANTY AND DISCLAIMER.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, ALL SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" "WHERE AS" BASIS AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW LUMENVOX HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING ANY PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

ANY SUPPLEMENTS OR UPDATES TO THE SOFTWARE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY (IF ANY) SERVICE PACK OR HOT FIXES PROVIDED TO YOU ARE NOT COVERED BY ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED.

LUMENVOX'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT LUMENVOX'S OPTION FROM TIME TO TIME, (A) RETURN OF THE PRICE PAID (IF ANY) FOR, OR (B) REPAIR OR REPLACEMENT OF, THE SOFTWARE PRODUCT THAT IS RETURNED TO LUMENVOX WITH A COPY OF YOUR RECEIPT. YOU WILL RECEIVE THE REMEDY ELECTED BY LUMENVOX WITHOUT CHARGE, EXCEPT THAT YOU ARE RESPONSIBLE FOR ANY EXPENSES YOU MAY INCUR (E.G., COST OF INTERACTING WITH LUMENVOX, INSTALLATION, ETC.). OUTSIDE THE UNITED STATES OR CANADA, NEITHER THESE REMEDIES NOR ANY PRODUCT SUPPORT SERVICES OFFERED BY LUMENVOX ARE AVAILABLE WITHOUT PROOF OF PURCHASE.

LUMENVOX IS NOT RESPONSIBLE IF FAILURE OF THE SOFTWARE PRODUCT HAS RESULTED FROM ACCIDENT, ABUSE, MISAPPLICATION, ABNORMAL USE, OR A VIRUS. THE SOFTWARE PRODUCT MAY NOT BE FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

FURTHER, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN A SCHEDULE ATTACHED TO THIS AGREEMENT, LUMENVOX MAKES NO REPRESENTATION, WARRANTY OR GUARANTY: (1) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OF THE SOFTWARE, DOCUMENTATION OR GENERATED OUTPUT; (2) THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (3) THAT USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA OF YOURS; (4) THAT INSTALLED SOFTWARE WILL BE FREE OF SECURITY FLAWS; OR (5) ANY WARRANTIES RELATED TO THE CERTIFIED PRODUCTS, YOUR SERVICES, OR THE PERFORMANCE, SUFFICIENCY, OR CHARACTERISTICS THEREOF.

THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. LUMENVOX AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, ALL WITH REGARD TO THE SOFTWARE PRODUCT.

NO AGENT OF LUMENVOX IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LUMENVOX AS SET FORTH HEREIN.

## **11. LIMITATION OF LIABILITY AND REMEDIES.**

**11.1. Intellectual Property Limitation of Liability.** LumenVox shall have no liability or obligation to You for any third-party claim, proceeding, lawsuit, investigation, or action (a "Claim"), and You agree to indemnify, defend, and hold LumenVox, its managers, officers, directors, employees, agents, and representatives harmless from and against all costs, losses, damages, liabilities, and expenses, including, without limitation, reasonable attorneys' fees, attributable to any Claim related to or arising out of the infringement of any patent, copyright, trademark or proprietary right of any third party by the Software Product, from or in connection with (a) Your modification of the Software Product, (b) Your use of the Software Product in combination with any software or other product or material not provided by LumenVox, (c) any changes made to the Software Product by LumenVox to comply with Your specifications, designs or modifications, or (d) Your use of the Software Product other than as contemplated by this End-User License Agreement.

**11.2. Limitation of All Liability and Damages.** Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of LumenVox and any of its suppliers under any provision of this License Agreement and Your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by LumenVox with respect to any breach of the Limited Warranty under section 9) shall be limited to the greater of the amount actually paid by You for the Software Product or U.S. \$5.00. The foregoing limitations, exclusions, and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## **12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.**

You agree that the License Fees charged by LumenVox does not include any consideration for assumption by LumenVox of the risks of Your consequential or incidental damages which may arise in connection with Your use of the Software Product.

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUMENVOX OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE AGREEMENT, EVEN IF LUMENVOX OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **13. TERMINATION.**

Without prejudice to any other rights, LumenVox may terminate this License Agreement if You fail to comply with the terms and conditions of this License Agreement. In such event, You must cease all use of the Software Product and must destroy all copies of the Software Product and all of its component parts, and shall certify to LumenVox in writing that such obligation has been completed.

### **14. UNITED STATES GOVERNMENT RESTRICTED RIGHTS.**

This documentation and the related Software Product are provided with Restricted Rights. Use, duplication or disclosure is subject to restrictions as set forth in contract subdivision (c) (1) (ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights clause at 48 CFR 52.227-19 or 52.227-14, as applicable, in addition to the limitations set forth in the license agreement governing this software. Manufacturer is listed below. Unpublished rights are reserved under the copyright laws of the United States.

### **15. GENERAL PROVISIONS.**

**15.1. Applicable Laws.** The laws of the State of California shall govern this License Agreement.

**15.2. Arbitration.** Any disputes arising under this Agreement shall be settled by binding arbitration between the parties hereto in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration shall be administered by the San Diego, California office of the American Arbitration Association.

**15.3. Costs of Litigation or Arbitration.** If any action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses.

**15.4. Severability.** Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such term shall be modified to the extent necessary to render it enforceable, or, if no such modification is possible, severed from this Agreement, and all other terms of this Agreement shall remain binding and legally enforceable.

**15.5. No Waiver.** The failure of either party to enforce any rights granted thereunder or to take action against the other party in the event of any breach thereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**15.6. Section Headings.** The section headings are for convenience only and do not form a part of this License Agreement for purposes of interpretation.

**15.7. Precedence.** In the event of a conflict in terms arising out of multiple versions of this end user license agreement (“EULA”), the precedence of control shall be as follows: First, the EULA posted on LumenVox’s website ([www.lumenvox.com](http://www.lumenvox.com)); second, the EULA identified at the time of download; third, any written EULA.

## **16. ENTIRE AGREEMENT.**

This License Agreement (including any addendum or amendment to this License Agreement which is included with the Software Product) and the License (if applicable) are the entire agreement between You and LumenVox relating to the Software Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software Product or any other subject matter covered by this License Agreement. To the extent the terms of any LumenVox policies or programs for Support Services conflict with the terms of this License Agreement, the terms of this License Agreement shall control.

## **17. THIRD-PARTY CONTENTS.**

**17.1. Carnegie Mellon University Software.** This product may include software developed by Carnegie Mellon University (<http://www.speech.cs.cmu.edu/>).

*17.1.1* Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

17.1.1.1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

17.1.1.2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or materials provided with the distribution.

17.2. This work was supported in part by funding from the Defense Advanced Research Projects Agency and the National Science Foundation of the United States of America, and the CMU Sphinx Speech Consortium.

17.3. THE Carnegie Mellon University Software IS PROVIDED BY CARNEGIE MELLON UNIVERSITY "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL CARNEGIE MELLON UNIVERSITY NOR ITS EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17.4. **The Apache Software Foundation:** This product may include software developed by the Apache Software Foundation (<http://www.apache.org/>).

17.5. Other brand names are trademarks of registered trademarks of their respective companies.

## 18. NOTICES

Any notice or approval required or permitted under this Agreement shall be given in writing and will be sent by email, courier or mail, postage prepaid. Any notice or approval delivered by email (with answer back) shall be deemed to have been received the day it is sent. Any notice or approval sent by courier shall be deemed received one (1) calendar day after its date of posting. Any notice or approval sent by mail shall be deemed to have been received on the five (5) business days after its date of posting.

# About LumenVox

LumenVox is an industry-leading provider of speech-enabling software, bringing the power of voice to more than 2,000 customers worldwide and facilitating billions of customer interactions annually. The LumenVox portfolio of software consists of Automatic Speech Recognition (ASR), Call Progress Analysis (CPA), Voice Biometrics, and Text-to-Speech (TTS). Designed to be highly flexible, accurate, and scalable, LumenVox helps some of the world's largest cloud-first companies reimagine how they engage with their customer's by delivering exceptional voice experiences. For more information, visit [lumenvox.com](http://lumenvox.com).

Interested in finding out  
more about this product?

Learn More →

 Contact

[LVsales@lumenvox.com](mailto:LVsales@lumenvox.com)

+1 (858) 707-7700



[www.LumenVox.com](http://www.LumenVox.com)