

**VoiceVault Limited**

**VoiceVault Developer Program**

**Developer License Agreement**

Introduction

This License Agreement sets out the terms upon which VoiceVault is willing to grant You a limited license to use the API to develop and test Your Applications. This License Agreement forms a legally binding contract between You and VoiceVault in relation to Your use of the API.

1. Definitions

"API" means the VoiceVault Developer API which provides programmatic access to the VoiceVault voice biometric verification and voice signature functionality.

"Application" means one or more software programs developed by You using the API for use with the VoiceVault platform.

"VoiceVault" means VoiceVault Limited, the company behind VoiceVault, with offices situated at Atlantic House, Imperial Way, Reading, RG2 0TD, UK.

"VoiceVault Confidential Information" means all information disclosed to you by VoiceVault subject only to the exclusions specified in paragraph 7.4.

"License Agreement" means this Agreement, including any attachments, schedules and exhibits thereto.

"Registered Developer" means You and any other users employed by the same company or entity who have entered into an agreement with VoiceVault on the terms of this License Agreement.

"VoiceVault" means VoiceVault's proprietary voice biometric recognition technology used to enrol and subsequently authenticate the identity of a user in transaction authorisation applications.

"We" means VoiceVault

"You and Your" means the party who is licensing the use of the API hereunder and if You are entering into this License Agreement on behalf of Your employer or other entity, "You" or "Your" refers to such employer or entity as well.

2. Accepting this License Agreement

2.1 In order to use the API, You must first agree to this License Agreement. You may not download or use the API if You do not accept this License Agreement.

2.2 You can accept this License Agreement by checking the box at the end of this License Agreement (where You are reading this License Agreement on a VoiceVault website) or by clicking "Agree" or similar button where this option is provided by VoiceVault.

2.3 You may not accept the Licensing Agreement and may not use the API if You cannot comply with paragraph 17.6 of this License Agreement.

2.4 You may not accept this License Agreement and may not use the API unless you are of the legal age of majority in the jurisdiction in which you reside and have the right and authority to enter into this License Agreement on Your own behalf.

2.5 If You are agreeing to be bound by this License Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this License Agreement. If You do not have the requisite authority, You may not accept the Licensing Agreement or use the API for or on behalf of Your employer or other entity.

### 3. API License

3.1 Subject to the terms of this License Agreement and in consideration of the sum of GBP 1.00, receipt of which is hereby acknowledged by VoiceVault, VoiceVault grants You a limited, worldwide, royalty-free, non-assignable and non-exclusive license to use the API to develop Applications to enable the use of VoiceVault.

3.2 You agree that VoiceVault or third parties own all legal right, title and interest in and to the API, including any Intellectual Property Rights that subsist in the API. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. VoiceVault reserves all rights not expressly granted to You.

3.3 You may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the API or any part of the API.

3.4 You agree that the form and nature of the API that VoiceVault provides may change without prior notice to You and that future versions of the API may be incompatible with Applications developed on previous versions of the API. You agree that VoiceVault may stop (permanently or temporarily) providing the API (or any features within the API) to You or to users generally at VoiceVault's sole discretion, without prior notice to You. You agree that VoiceVault has no obligation to provide any updates or changes to the API or to provide any maintenance, technical or other support for the API.

3.5 Nothing in this License Agreement gives You a right to use any of VoiceVault's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features, except where required by or authorised by VoiceVault in writing.

3.6 You agree that You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the API.

### 4. Use of the API by You

4.1 You agree to use the API and write Applications only for purposes that are expressly permitted by this License Agreement.

4.2 You agree that if You use the API to develop Applications for general public users, You will protect the privacy and legal rights of those users. If the users provide You with user names, passwords, or other login information or personal information, You must make the users aware that the information will be available to Your Application, and You must provide legally adequate privacy notice and protection for those users. If Your Application stores personal or sensitive information provided by users, it must do so securely.

4.3 You agree that You will not engage in any activity with the API, including the development or distribution of an Application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, VoiceVault or any mobile communications carrier.

4.4 You agree that You are solely responsible for (and that VoiceVault has no responsibility to You or to any third party for) any data, content, or resources that You create, transmit or display through the VoiceVault platform and/or applications for the VoiceVault platform, and for the consequences of Your actions (including any loss or damage which VoiceVault may suffer) by doing so.

4.5 You agree that You are solely responsible for (and that VoiceVault has no responsibility to You or to any third party for) any breach of Your obligations under this License Agreement, any applicable third party contract or Terms of Service, or any applicable law or regulation, and for the consequences (including any loss or damage which VoiceVault or any third party may suffer) of any such breach.

## 5. Restrictions

By accepting the terms of this License Agreement, You agree that You are not permitted to use the API for any of the following purposes:

- (a) Performance and accuracy testing or benchmarking, penetration testing, vulnerability testing or any form of destructive testing. To perform these activities, please contact VoiceVault.
- (b) Access VoiceVault production server environments.
- (c) Unauthorized access to services that are defined by VoiceVault as being restricted and/or excluded from the terms of this License Agreement.
- (d) Any attempt to circumvent the access control measure defined by this License Agreement for any purpose whatsoever.

## 6. Commercial Use of the API

If You wish to distribute Applications, You must enter into a separate agreement with VoiceVault. To do this please contact VoiceVault via the [info@voicevault.com](mailto:info@voicevault.com) email address. A VoiceVault sales representative will contact You.

## 7. Confidentiality.

7.1 Unless otherwise expressly agreed or permitted in writing by VoiceVault, You agree not to disclose, publish, or disseminate any VoiceVault Confidential Information to anyone other than to other Registered Developers who are employees and contractors working for the same entity as You and then only to the extent that VoiceVault does not otherwise prohibit such disclosure.

7.2 Except for Your authorized purposes as a Registered Developer or as otherwise expressly agreed or permitted by VoiceVault in writing, You agree not to use VoiceVault Confidential Information in any way, including, without limitation, for Your own or any third party's benefit without the prior written approval of an authorized representative of VoiceVault in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of VoiceVault Confidential Information. You acknowledge that unauthorized disclosure or use of VoiceVault Confidential Information could cause irreparable harm and significant injury to VoiceVault that may be difficult to ascertain. Accordingly, You agree that VoiceVault will have the right to seek immediate injunctive relief to enforce Your obligations under this Agreement in addition to any other rights and remedies it may have.

7.3 If You are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose VoiceVault Confidential Information, You may make such disclosure, but only if You have notified VoiceVault before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will

not relieve You of Your obligations to hold such information as VoiceVault Confidential Information.

7.4 VoiceVault Confidential Information will not include:

- (a) information that is generally and legitimately available to the public through no fault or breach by You of these terms,
- (b) information that is generally made available to the public by VoiceVault,
- (c) information that is independently developed by You without the use of any VoiceVault Confidential Information,
- (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or
- (e) any third party software and/or documentation provided to You by VoiceVault when accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

7.5 You may not issue any press releases or make any other public statements regarding the License Agreement, its terms and conditions or the relationship of the parties without VoiceVault's express prior written approval.

7.6 VoiceVault agrees that it obtains no right, title or interest from You (or Your licensors) under this License Agreement in or to any Applications that You develop using the API, including any intellectual property rights that subsist in those Applications. However, nothing in this License Agreement will impair VoiceVault's right to develop, acquire, license, market, promote or distribute products or technologies that perform the same or similar functions as, or otherwise compete with Your Applications. VoiceVault also works with many application and software developers and their products may be similar to or compete with your Applications. Accordingly, VoiceVault expressly disclaims any confidentiality obligations or use restrictions, expressed or implied, with respect to any information that you may provide in connection with this License Agreement, including information about your Application, and you hereby release VoiceVault from all obligations and liabilities that may arise from receipt, review, use or disclosure of any portion of such information provided by You to VoiceVault.

## 8. Your Developer Credentials

You agree that You are responsible for maintaining the confidentiality of any developer credentials that may be issued to You by VoiceVault or which You may choose Yourself and that You will be solely responsible for all Applications that are developed under Your developer credentials.

## 9. Privacy and Information

9.1 In order to continually innovate and improve the API, VoiceVault may collect certain usage statistics from the software including but not limited to a unique identifier, associated IP address, version number of the software, and information on which tools and/or services in the API are being used and how they are being used.

9.2 The data collected is examined in the aggregate to improve the API and is maintained in accordance with VoiceVault's Privacy Policy.

## 10. Data Protection

We store the following data (separately): Your voice samples (anonymised) as provided by Your Application.

We use Your data and data gathered from end customers for product performance tuning, statistical analysis of usage patterns, for product improvement, to assist in responding to support queries and direct marketing from VoiceVault to end customers.

## 11. Third Party Applications for the VoiceVault Platform

11.1 If You use the API to run applications developed by a third party or that access data, content or resources provided by a third party, You agree that VoiceVault is not responsible for those applications, data, content, or resources. You understand that all data, content or resources which You may access through such third party applications are the sole responsibility of the person from which they originated and that VoiceVault is not liable for any loss or damage that You may experience as a result of the use or access of any of those third party applications, data, content, or resources.

11.2 You acknowledge that Your use of such third party applications, data, content, or resources may be subject to separate terms between You and the relevant third party. In that case, this License Agreement does not affect Your legal relationship with these third parties.

## 12. Term and Termination of this License Agreement

12.1 The Term of this License Agreement shall extend until 90 days after the original activation date of Your account with VoiceVault unless sooner terminated by either You or VoiceVault as set out below.

12.2 If You want to terminate this License Agreement, You may do so by ceasing Your use of the API and any relevant developer credentials. VoiceVault may terminate this License Agreement for convenience at any time by giving 30 days notice of its intention to do so.

12.3 VoiceVault may at any time, terminate this License Agreement with You if:

- (a) You have breached any provision of this License Agreement; or
- (b) VoiceVault is required to do so by law; or
- (c) VoiceVault decides to no longer provide the API or certain parts of the API either generally or to users in the country in which You are resident or from which You use the service, or the provision of the API or certain API services to You by VoiceVault is, in VoiceVault's sole discretion, no longer commercially viable.

12.4 When this License Agreement comes to an end, all of the legal rights, obligations and liabilities that You and VoiceVault have benefited from, been subject to (or which have accrued over time whilst this License Agreement has been in force) or which are expressed to survive termination, shall be unaffected by this cessation.

12.5 The provisions of paragraphs 3.2, 3.5, 7, 9, 10, 13, 14, 15, 17.2, 17.4, 17.6 and 17.7 shall survive termination of this License Agreement.

## 13. DISCLAIMER OF WARRANTIES

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE API IS AT YOUR SOLE RISK AND THAT THE API IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM VOICEVAULT.

13.2 YOUR USE OF THE API AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE API IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

13.3 VOICEVAULT FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

#### 14. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL VOICEVAULT, ITS SUBSIDIARIES, AFFILIATES OR LICENSORS BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT, YOUR USE OR INABILITY TO USE THE API, OR YOUR DEVELOPMENT EFFORTS WHETHER OR NOT VOICEVAULT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. IN NO EVENT SHALL VOICEVAULT'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR DAMAGES (OTHER THAN MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT of GBP50.00.

#### 15. Indemnification

To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless VoiceVault, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) Your use of the API, (b) any Application You develop on the API that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by You with this License Agreement.

#### 16. Changes to the License Agreement

VoiceVault may make changes to the License Agreement as it distributes new versions of the API. When these changes are made, VoiceVault will make a new version of the License Agreement available on the website where the API is made available and Your use of such new versions of the API will be subject to such new version of the License Agreement.

#### 17. General Legal Terms

17.1 This License Agreement constitutes the whole legal agreement between You and VoiceVault governing Your use of the API (excluding any services which VoiceVault may provide to You under a separate written agreement), and completely replaces any prior agreements between You and VoiceVault in relation to the API.

17.2 You agree that if VoiceVault does not exercise or enforce any legal right or remedy which is contained in this License Agreement (or which VoiceVault has the benefit of under any applicable law), this will not be taken to be a formal waiver of VoiceVault's rights and that those rights or remedies will still be available to VoiceVault.

17.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this License Agreement is invalid, then that provision will be removed from this License Agreement without affecting the rest of this License Agreement. The remaining provisions of this License Agreement will continue to be valid and enforceable.

17.4 You acknowledge and agree that each member of the group of companies of which VoiceVault is the parent shall be third party beneficiaries to this License Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this License Agreement that confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to this License Agreement.

17.5 The rights granted in this License Agreement may not be assigned or transferred by You without the prior written approval of VoiceVault. You are not permitted to delegate Your responsibilities or obligations under this License Agreement without the prior written approval of VoiceVault.

17.6 You may not use, export, re-export, import, sell or transfer the API except as authorised by United States law, the laws of the jurisdiction in which you obtained the API, and any other applicable laws and regulations. In particular, but not by way of limitation, the API may not be exported or re-exported into any U.S. embargoed countries or to anyone on the U.S. Treasury department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You represent and warrant that you are not located in any such country or on any such list.

17.7 This License Agreement, and Your relationship with VoiceVault under this License Agreement, shall be governed by the laws of the England and Wales and both parties agree to submit to the exclusive jurisdiction of the English courts. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.