

EXHIBIT 1 – Voxbone Terms of Sale

1. Definitions

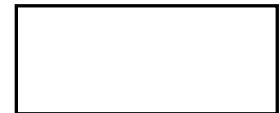
- 1.1. **Agreement:** means these Terms of Sale and any applicable exhibits.
- 1.2. **AUP:** the Acceptable Use Policy published on the Voxbone website: www.voxbone.com. Voxbone reserves the right to make changes to the AUP from time to time, effective upon posting of the revised AUP on the website or notice to Customer.
- 1.3. **Authorizations:** any and all concessions, certifications, registrations, licenses, authorizations, permits or similar approvals and/or documentation as may be required by any applicable NRA or other governmental body or agency having jurisdiction in any country over the provision of the Services.
- 1.4. **Charges:** any Setup fees, Usage Based Charges and Monthly fees due by Customer under the Agreement.
- 1.5. **Customer:** a customer ordering a Service from Voxbone.
- 1.6. **Effective Date:** validation date by Voxbone of Customer web portal account created by Customer in order to purchase the Services.
- 1.7. **Feature:** an optional functionality of the Service, which may be used by Customer and charged by Voxbone.
- 1.8. **Minimum Term:** 24 months minimum period of the Agreement.
- 1.9. **Minimum Commitment:** an obligation as to a minimum monthly payment subscribed to by Customer expressed in Monthly fees and agreed upon by Parties as set forth in Exhibit 3. Other Charges such as Setup fees and Usage Based Charges will not be taken into account when computing the Minimum Commitment.
- 1.10. **Monthly fees:** a monthly recurring service charge that is invoiced by Voxbone monthly in advance except for the first Monthly fee which will be fully invoiced on the 1st working day of the month following the Effective Date.
- 1.11. **NRA:** a national regulatory authority in the country in which the numbers will be used or any other competent authority determining rules, regulations and guidelines applicable to the Service offered by Voxbone.
- 1.12. **Number:** a phone number used by Customer or a Subscriber to receive a Service as more specified in the Service Description.
- 1.13. **Personal Data:** data related to an individual including data transmissions (such as the originating and destination numbers, IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), and data containing personal and/or private information of Customer's officers, employees or authorized users of the Services.
- 1.14. **Price List:** the price list included in Exhibit 3: Pricing Conditions.
- 1.15. **Setup fees:** a one-time service charge invoiced on the day of the service order.
- 1.16. **Service(s):** a service provided by Voxbone to Customer as fully described in the Service Description.
- 1.17. **Service Description:** the description of the Services and its Features as detailed in Exhibit 2 to the Agreement.
- 1.18. **Spam:** means an irrelevant or unsolicited message sent over the SMS, typically to large numbers of recipients, for the purposes of advertising, phishing or spreading malware, which has not been requested or authorized by the recipient.
- 1.19. **Subscriber:** Customer's client being an end user (a private person or company) using a service provided by Customer based on the Service provided by Voxbone.

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1.20. **Usage Based Charges:** charges determined in function of usage such as the per minute charges due for using the Vox800 Service (toll free, shared costs and special Numbers) and the per SMS charges due for using the VoxSMS Inbound and VoxSMS Outbound.

2. Object

- 2.1. The terms and conditions for sale and delivery of Services contained herein shall apply to all Voxbone's quotations and any orders submitted by Customer to Voxbone.
- 2.2. Customer may use different usernames to open different accounts. The terms and conditions applicable to one single username do not apply to other usernames. In case Customer wishes a new username to fall under the terms and conditions of an existing account, Customer shall notify Voxbone prior to ordering.
- 2.3. Acceptance by Voxbone of Customer's order is made under the express understanding and condition that only the terms and conditions contained herein or any amended or newer version thereof shall govern and establish any rights and obligations of the parties. Any terms or conditions set forth on any documents utilized by Customer and any communications (written or oral) between the parties that are inconsistent with, or are not included within the terms and conditions contained herein or any amended or newer version thereof shall be of no force or effect.
- 2.4. Unless the Agreement provides the contrary, any changes to the Agreement must be specifically agreed to in writing by an authorized officer of Voxbone before becoming binding on Voxbone.

3. Services

- 3.1. Voxbone agrees to provide to Customer and Customer agrees to purchase from Voxbone, the Service(s) as set forth in the Service Description.
- 3.2. Voxbone shall provide the Service in accordance with the applicable regulatory framework and any order or determination of any competent NRA. To that effect, it shall ensure that it obtains and maintains all Authorizations necessary to provide the Service.
- 3.3. Voxbone shall endeavor to ensure interoperability of Services in order to make the Numbers reachable from as many mobile and fixed networks as possible. However, as Voxbone relies on the interoperability of services of its local partner(s) in each country for end-to-end connectivity, Voxbone does not warrant and represent that the Numbers will be reachable from all mobile and fixed networks.

4. Obligations of Customer

- 4.1. Customer shall pay for the Service in accordance with the rates set forth in clause 5 of this Exhibit and the payment terms set forth in clause 6 of this Exhibit.
- 4.2. Customer shall comply with and shall require each Subscriber to comply with:
 - (i) All relevant laws, regulations, regulatory conditions and usage restrictions provided for in the applicable regulatory framework, including decisions from NRAs and provisions in numbering plans. Customer acknowledges that the regulatory restrictions in the Service Description only contain generic information. It is Customer's responsibility to abide by the specific usage restrictions and service conditions as may apply to the Service and to the use of Numbers in the country in which Customer intends to purchase and resell the Service. If at any time during the term of the Agreement, Customer is informed or information comes to its attention that it is or may be in violation of any legal or regulatory provision, it shall immediately take all appropriate steps to remedy such violation and comply with such law or in all respects;
 - (ii) The provisions of the Service Description and the AUP as modified from time to time.
 - (iii) And the Service Restrictions published on the Customer webportal account : <https://www.voxbone.com/members/restrictions.jsf>

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- 4.3. Without limiting clause 4.2 (i), Customer agrees that the Service provided to Customer where US Numbers are being used either
- (i) does not qualify as a "VoIP interconnected service" in the meaning of the applicable FCC regulations and orders, or
 - (ii) if considered to be a "VoIP interconnected service", as furnished by Customer to Subscriber (either alone or in conjunction with other services), it is Customer's exclusive responsibility to provide the Service fully in compliance with all FCC requirements applicable to "VoIP interconnected services", including but not limited to emergency services requirements.
- 4.4. Customer shall ensure that it has obtained and maintains all Authorizations necessary to purchase the Service from Voxbone and resell it to its customers under materially similar terms of contract with the ones of this Agreement. Customer shall ensure that the usage of the Service and any specific Feature shall comply with any applicable laws.
- 4.5. Customer shall not use the Service and shall require Subscribers not to use the Service for any unlawful purpose whatsoever, including but not limited to the transmission of information or the offering of any service which is contrary to any applicable law or regulation, abusive, harmful, threatening, defamatory, pornographic or which could be considered offensive in any other way, nor for outbound traffic to the PSTN (the Public Switched Telephone Network) by falsifying the sending address of the transmission using a Voxbone number in the caller id (spoofing). **Making outgoing calls or sending out SMS using a Number as CLI via a third party provider is strictly prohibited, unless mutually agreed in writing by the parties.**
- 4.6. Customer shall develop and maintain an end user's register containing at least the following information per end-user: name, ID number, place of residence or business (street, number, zip code, city, country) and any other relevant information (the "End User Information"). Within 24 hours from Voxbone's first request, Customer must make available to Voxbone (i) the End User Information and (ii) all relevant information concerning the services Customer is providing. To this end, Customer shall appoint a contact person that will be available 24h/7days to Voxbone. At the latest upon the Effective Date, Customer shall make available the contact person's contact details (including mobile phone number and email address) to Voxbone.
- 4.7. Customer acknowledges that Voxbone transmits the CLI in compliance with the applicable international rules and standards from the point of entry to the point of exit of its network. By selecting a CLI format other than the default E.164 format, Customer explicitly agrees to be fully responsible for any consequences resulting from the altered presentation. Customer also agrees that Voxbone may at its sole discretion and without notice in advance modify the CLI format in the event that an NRA requires Voxbone to do so.
- 4.8. Customer acknowledges and agrees to abide with the guiding principles on CLI presentation (CLIP) and CLI restriction (CLIR). In particular, Customer will (i) upon terminating a call to the end user, show the CLI when the caller opted for CLIP and block CLI presentation when the caller opted for CLIR, and (ii) keep CLI information confidential and only make use of CLI information for the purpose of providing a telecommunication service (call conveyance, operator assistance, emergency services, customer care, billing and managing the network).
- 4.9. Customer shall comply with all applicable laws and recommendations from the national authorities such as regulatory authorities or law enforcement authorities. Customer acknowledges and agrees that Voxbone reserves the right to invoice the Customer an administrative fee up to 1 500 euros per complaint of abusive or fraudulent usage of a Number (used by) in Customer's account and/or per request of identification received from a competent law enforcement authority.
- 4.10. Customer shall not use the VoxSMS Outbound for any type of Spam related activities and shall ensure that its Subscribers shall not send any Spam through the VoxSMS Outbound. In the event that Voxbone receives a notice that SMS sent from a Number are deemed to be Spam, Voxbone will have the right to disconnect the relevant Number immediately and without prior notice.
- 4.11. Customer shall refrain from sending any SMS which are offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax in breach of any law or anyone's privacy or is otherwise unlawful. In the event where such SMS are sent by Customer or its Subscribers, Customer shall have the obligation to promptly cooperate with Voxbone and take immediate actions as to ensure cease of such activities.

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- 4.12. Customer shall implement appropriate measures as to ensure fraud prevention of the Service and any Feature.
- 4.13. Customer acknowledges that any violation of this clause 4 shall constitute a material breach of the Agreement in accordance with clause 9.2 and agrees to hold Voxbone harmless and indemnify it against all costs, fines and liabilities arising out of any violation of this clause 4 without clause 10.4 being applicable.

5. Charges

- 5.1 The Charges will be those set forth in the Price List.
- 5.2 Voxbone reserves the right to modify its Charges upon a 7 days prior written notice. Unless notified otherwise, adjusted Charges will only apply for Services ordered as from the application date of the new pricing.
- 5.3 Voxbone reserves the right to modify its Charges and/or the pricing level at the expiration of the Minimum Term as forth set in the Agreement.

6. Payment terms

- 6.1. Customer shall pay the Charges in accordance with this clause 6 and explicitly accepts that this clause 6 shall apply to all Charges and payments notwithstanding any other legal or administrative regulation.
- 6.2. Before or upon ordering any Service, Customer shall pay through either:
 - (i) Voxbone’s web interface using a credit card; or
 - (ii) a wire transfer on the bank account numbers as mentioned in the Agreement or on the Voxbone website.
- 6.3. By ordering any Service with Voxbone, Customer explicitly allows Voxbone to directly debit its business account and Customer’s credit card(s) that Voxbone has on file, to settle any invoices.
- 6.4. Charges shall accrue as from the relevant Service Date. The Setup fees will be invoiced by Voxbone upon receipt of an order from Customer. Prepaid Credits will be invoiced by Voxbone upon receipt of an order from Customer for a Usage based Service or Feature. The Monthly fees will be invoiced by Voxbone monthly in advance except for the first Monthly fee which will be fully invoiced on the 1st working day of the month following the Effective Date.
- 6.5. An invoice will automatically be generated in electronic format (pdf) and made available to Customer through the Voxbone web portal. Any invoice shall be due and payable immediately on date of the invoice.
- 6.6. If Customer has ordered a Service but fails to pay the Setup fee and the first Monthly fee, the order will not be executed.
- 6.7. Customer shall pay a late payment interest of 1% per month of undisputed amounts on any amount owed but not paid by the due date until payment is made in full as well as a 15% late payment indemnity calculated on the undisputed amount.
- 6.8. Any interest earned by Voxbone on credit balances in Customer’s account will accrue to Voxbone.
- 6.9. Voxbone may automatically offset any undisputed amounts due to Customer against any amounts due by Customer. Such offset will in first instance be allocated to any interest and expenses due and in the second place to the oldest outstanding invoices.
- 6.10. If Customer disputes in good faith any portion of any invoice, Customer must within 10 calendar days following the date of such invoice pay the undisputed amount of the invoice, together with written documentation substantiating Customer’s basis for disputing the Charges. If Customer does not dispute in writing within such 10 calendar days period, Customer shall irrevocably have waived its right to dispute that invoice.
- 6.11. Customer agrees to comply with an obligation as to minimum usage equal to the Minimum Commitment as from the Effective Date, during the Minimum Term and for as long as Customer will be purchasing Services from

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Voxbone, except where and to the extent that any non-compliance in this respect is the direct result of Voxbone's negligence or breach of the Agreement. A Minimum Commitment is always linked to one single username. In the event that and for as long as Customer will not have achieved the Minimum Commitment in any given month, Voxbone will be entitled to invoice Customer and Customer agrees to pay during each remaining monthly billing period all accrued but unpaid Charges in respect of the relevant Service equal to the Minimum Commitment subscribed to by Customer.

6.12. All Charges or other sums due by Customer and payable to Voxbone are stated exclusive of taxes and surcharges. All applicable taxes and all fees, duties, charges or surcharges, whether charged to or against Provider, incident to, or based upon the provision, sale, or use of the Service, shall be payable by Customer at the then prevailing rate.

6.13. Customer shall not be entitled to a reimbursement of any prepaid Charges.

6.14. All information provided by Customer to Voxbone is true and accurate. Customer acknowledges and agrees that Voxbone will use the information provided for billing purposes. Customer agrees to notify Voxbone of any changes including but not limited to name, address, representatives' names, VAT number and any other significant information.

7. Term and Service Date

7.1. This Agreement shall commence on the Effective Date and shall continue until the end of the Minimum Term. At the end of the Minimum Term the Agreement will be automatically renewed for successive periods of 12 months except if one of the parties terminates the Agreement by notifying the other party at least 3 months before the expiration date of the Minimum Term or any other successive 12 month renewal period.

7.2. After 3 months from a Number's Service Date, Customer may terminate a Number upon a 30 days' prior written notice. In case Customer cancels a Number within 3 months from the Service Date, Voxbone reserves the right to claim 3 months of Monthly fees in respect of the cancelled Number(s).

7.3. Channels are ordered for a minimum term of 12 months. Customer may terminate a Channel on or at any time after the expiry of 12 months as from the Service Date of the Channel in question upon a 30 days' prior written notice.

7.4. If Customer terminates the Agreement or all Services under the Agreement prior to the expiry of the Minimum Term or any successive 12 month renewal period, or Voxbone terminates the Agreement during the Minimum Term or any successive 12 month renewal period due to Customer's breach, Voxbone will automatically require the full execution of the Agreement and Customer will therefore owe Voxbone the following:

- With regard to the period from the date of termination to the expiry of the Minimum Term or any successive 12 month renewal period: 100% of the amount of the Minimum Commitment that would otherwise have been due and payable, and, if any, the Monthly fees in respect of the Channels for the excess amount over and above the Minimum Commitment;
- With regard to the period as from the expiry of the Minimum Term or any successive 12 month renewal period: 100 % of the Monthly fees in respect of the Channels for the remaining months from the respective Service Date until the expiry of 12 months.

7.5. Customer acknowledges that the payment of the early termination fee under clauses 7.4 and 7.6 represents the full execution of the Agreement and does not constitute a penalty.

7.6. In the event that Customer terminates the Agreement or all Services under the Agreement upon the end of the Minimum Term or any successive 12 months renewal period, Voxbone will automatically require the full execution of the Service Term (as defined in clause 2.2 of Exhibit 2) of the Agreement and Customer will therefore owe Voxbone 100% of the Monthly fees in respect of the Channels for the remaining months until expiry of 12 months from the Service Date.

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8. Suspension

- 8.1. Voxbone may, at its sole discretion and without prejudice to any right which it might have to terminate the Agreement, elect to suspend forthwith the provision of a Service until further notice in the event that:
- (a) Customer's business account is depleted and Customer fails to provide sufficient funding within 15 days following the date of invoice until such time as the monetary default is cured, or such balance is at a level that cannot cover Customer's estimated traffic during the time required for Customer to replenish its business account. For the avoidance of doubt, Voxbone will send one or more reminders by e-mail when an invoice is past due;
 - (b) Undisputed amounts remain unpaid after the due date of the invoice despite one or more reminders sent by Voxbone;
 - (c) It is entitled to terminate the Agreement pursuant to clause 9;
 - (d) It is obliged to comply with an order, instruction or request of an NRA, a court, government, agency, emergency service organization or other competent administrative or regulatory authority;
 - (e) It needs to carry out emergency works to its network or Service equipment;
 - (f) It has reasonable grounds to believe that the Service is being used fraudulently or illegally;
 - (g) Customer or its Subscriber(s) use(s) the Service or Numbers in violation of the conditions or service restrictions indicated by Voxbone in this Agreement or on its website.
- 8.2. In the event that Voxbone exercises its right to suspend the Service pursuant to clause 8.1 (d) or (e) it shall, whenever reasonably practicable, give prior notice of such suspension to Customer. Voxbone shall in such circumstances use all reasonable endeavors to resume the Service as soon as practicable.
- 8.3. Voxbone shall not be liable for any loss, damage or inconvenience suffered by Customer as a result of any suspension made pursuant to clause 8.1. Customer will in no event be entitled to any compensation should such suspension occur.

9. Termination

- 9.1. If Customer fails to pay an invoice by its due date, and the invoice has not been properly disputed in accordance with the Agreement and Customer fails to provide sufficient funding in accordance with clause 8.1 (a), Voxbone may terminate the Agreement and cease providing the Services, without further notice or liability to Customer. In such event Voxbone may deactivate all Numbers allocated to Customer and may make them available to other customers. Upon deactivation Voxbone cannot guarantee that one or more Numbers can be re-allocated to Customer if it desires to reactivate the Service. In case of reactivation of Service, Customer will pay a new Setup fee. In the event Voxbone elects to suspend Service until the monetary default is cured, Voxbone reserves the right to exercise the option to terminate the Agreement at any time during the suspension period. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the Agreement.
- 9.2. In addition to any other rights at law or in equity, a party may immediately terminate in writing any Service and/or the Agreement if:
- (a) in relation to that Service, the other party has committed a material breach other than those set out in clause 9.1 for which it failed to remedy within 5 business days after having been notified of such breach;
 - (b) the other has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect or if the other party enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

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- 9.3. Voxbone may terminate the Agreement upon 3 month's prior written notice without cause.
- 9.4. In addition to any other rights at law or in equity, Voxbone may immediately terminate if it is obliged to comply with an order, instruction or request of an NRA, a court, government, agency, emergency service organization or other competent administrative or regulatory authority.
- 9.5. Upon the expiration or termination of the Agreement for any reason each party shall, at the other's election, either promptly return or destroy and certify to the destruction of, all confidential information of the other party and all copies thereof, including any electronically stored copies.

10. Indemnity and liability

- 10.1. Each party agrees that it shall not be liable to the other for any claims or costs sustained by the other party, its interconnected carriers, peering partners, customers or end users due to:
 - (i) any failure in or breakdown of equipment or transmission facilities associated with providing the Services and managed or operated by third parties;
 - (ii) any loss of data, the quality, content and accuracy of information received through or as a result of the use of the Services; or
 - (iii) fraudulent use of passwords or other security codes, whether resulting from loss, theft, hacking or disclosure to another person, unless such failure, breakdown, loss or fraudulent use is resulting from the negligence of the first mentioned party.
- 10.2. Notwithstanding any other provision of the Agreement to the contrary, in no event shall either party be liable to the other party for consequential, special or indirect losses or damages sustained by them or any third parties with regard to the Services, irrespective of whether under contract, tort or otherwise (including, without limitation, loss of profits, loss of revenues, loss of customers or damage to reputation or goodwill).
- 10.3. Either party shall not be liable to the other for any failure to comply with its obligations under the Agreement to the extent that such liability arises as a result of the failure by the other to fulfill its obligations under the Agreement or Force Majeure as set forth in clause 13.
- 10.4. Subject to what is specifically provided in case of infringement or claim for infringement of intellectual property rights under clause 14 of this Exhibit, either party's liability against the other for any damages under the Agreement, except in case of willful misconduct or fraud, shall be limited to the credits due under an SLA where such SLA applies, and shall otherwise in no event exceed the higher of either (i) the total amount of Charges invoiced by Voxbone and paid by Customer in 6 months prior to the event that caused the liability, or (ii) € 10,000 for each event or series of related events.
- 10.5. Nothing in the Agreement shall serve to limit either party's liability in respect of (i) death or personal injury caused by or arising from its negligence, or (ii) any conduct qualified under the applicable law as being willful misconduct or fraud.
- 10.6. Except with respect to actions by Voxbone for non-payment of invoices, the parties expressly agree that no claim for losses or damages whatsoever in connection with the Agreement shall be made more than six (6) months after the date that the event giving rise to such claim is known or reasonably should have been known to the party making such claim.
- 10.7. Customer agrees that Voxbone will not be held liable in case Services or a part of them are no longer provided following to (i) the bankruptcy or the winding up of Voxbone's upstream carrier(s) or (ii) a computer based attack on Voxbone's network and equipment. However in these cases Voxbone will do its best reasonable commercial efforts to restore the Services or the affected parts of them as soon as possible.

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11. Warranties

- 11.1. The Services are provided in accordance with the standards of the industry.
- 11.2. Except as expressly set forth in the Agreement all warranties, representations or agreements, with respect to the provision of the Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, are hereby expressly excluded to the maximum extent permitted by law. For the avoidance of doubt this exclusion should equally apply to any warranties or representations given by or on behalf of Voxbone prior to the date of the Agreement.
- 11.3. In case Customer utilizes Channels in excess of the number of Channels ordered, Voxbone cannot guarantee and is not responsible for any quality degradation or outages.

12. Service maintenance

- 12.1. Except in the case of emergencies, each party shall give no less than 2 business days prior notice of all scheduled Service maintenance or alteration that will affect the Services. Wherever reasonably possible each party shall endeavor to perform these activities in such a way as to minimize any interruption in the provision of the Service.
- 12.2. Any suspension or degradation of Service resulting from a scheduled maintenance shall not be included in any service level calculation set forth in the Agreement or any SLA.

13. Force Majeure

- 13.1. Neither party shall be liable for any default or delay in the performance of its obligations, except for payment obligations for Services rendered up to the date of the force majeure event and for Services unaffected by the force majeure event, under the Agreement if such default or delay is caused directly or indirectly by fire, explosion, vandalism, sabotage, natural disasters, fire, flood, earthquake, "acts of God", war, riots, civil disturbances, rebellions, revolutions, insurrections, acts of terrorism, governmental acts, court order, labor dispute, and failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment due to reasons beyond the parties' reasonable control, or any other reason regarded as force majeure ("Force Majeure").
- 13.2. Customer and Voxbone understand and agree that Voxbone will not be liable for any delays in the activation or provision of any Services caused by Force Majeure events as defined above. In such event, the party with the obligation to perform shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to resume performance or observance whenever and to whatever extent reasonably possible.
- 13.3. If owing to changed circumstances such as changes in monetary values or discriminatory Governmental action or regulations, the continued provision of the Services is causing undue hardship to Voxbone, Voxbone will have the right to require Customer, which will accept, to participate in a joint examination of the position with a view to determining whether revision or modification of the provisions of the Agreement is required and if so what revision or modification would be appropriate and equitable in the circumstances.

14. Intellectual property rights


- 14.1. Each party acknowledges that:
- (i) any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever, which are used in connection with the Service and/or Service equipment, shall remain the sole property of entitled owner of such rights or its subcontractors; and
 - (ii) Neither party may use the name, trademark or logo of the other party in any sales, marketing, press release, advertisement or other publication, or make any public statement relating to such other party or its respective Affiliates, without the prior written consent of such other party, which shall not be unreasonably withheld.

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- 14.2. Notwithstanding Section 10.4 or any other provision of the present Exhibit, Voxbone agrees to indemnify, defend, protect and hold Customer (and officers, employees and clients) harmless, subject to clause 14.3 of this Exhibit, from and against, and assumes liability for any and all actions, damages or claims of any type brought against Customer for infringement of any intellectual property rights related to any usage, sale or re-sale of the Services by Customer, except that (i) such infringement claim arises from the combination or use of any of the Services by the Customer with any other service, network, software, hardware, program or device neither provided by Voxbone nor specified in Voxbone's specifications of Exhibit 2 or otherwise explicitly authorized in writing by Voxbone, (ii) such infringement claim arises from Customer's non-compliance with Voxbone's instructions or specifications described in Exhibit 2. Customer shall give Voxbone prompt notice of such intellectual property infringement claim. Each party shall cooperate fully with the other in the defense of any such infringement claim. Customer shall not settle any such infringement claim without the prior written consent of Voxbone.
- 14.3. Voxbone's liability towards Customer for any damages under section 14.2, except in case of willful misconduct or fraud, shall in no event exceed:
- (i) The total amount of Charges invoiced by Voxbone and paid by Customer in 6 months prior to the event that caused the liability; or
 - (ii) The total value of the Voxbone Services provided to Customer until the date of the event that caused the liability.
- 14.4. Voxbone shall not contribute to any and all damages, settlement, costs, or expenses (including legal expenses and the expenses of other professionals), as incurred, arising out of or in connection with any infringement (or claim for infringement) of any third party's intellectual property rights related to Customer's own use of Voxbone's Services
- 14.5. Customer agrees to indemnify, defend, protect and hold Voxbone harmless from an against, and assume liability for any and all claims, losses, damages, liabilities, settlement, costs, or expenses (including legal expenses and the expenses of other professionals), as incurred, arising out of or in connection with any infringement (or claim for infringement) of any third party's intellectual property rights related to any usage of the Services by Voxbone when such infringement claim arises from Voxbone's compliance with Customer's instructions or specifications.

15. Confidential Information


- 15.1. Voxbone and Customer shall each treat as confidential all information related to the business or security of the other party or the other party's clients, whether before or after the Effective Date, in connection with the Agreement, including without limitation all financial information, technical data, information relating to the pricing methods, processes, lists, statistics, programs and software, research, development or information which is stated to be confidential or from its nature and the context of disclosure should reasonably be understood by the recipient as confidential ("Confidential Information").
- 15.2. Confidential Information shall be deemed proprietary to the disclosing party and the receiving party shall not disclose it to a third party or use it except in furtherance of the Agreement, without the prior written consent of the disclosing party. The terms of the Agreement shall also be considered Confidential Information, subject to what is specifically provided for the use of Client name and its Logo. Each party shall use the same means as it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the confidential information.
- 15.3. This obligation of confidentiality shall not apply to information which the receiving party can demonstrate is:
- (i) already rightfully known by the receiving party at the time it is obtained, free from any obligation to keep such information confidential;
 - (ii) or becomes publicly known through no wrongful act of the receiving party;
 - (iii) rightfully received from a third-party without restriction and without breach of the Agreement;
 - (iv) approved for disclosure by the party owning it; or

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1050 Brussels
Belgium

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Email: info@voxbone.com



Voxbone signature



Customer signature

- (v) required to be disclosed to a court, NRA or other competent public authority, provided that the receiving party shall whenever reasonably possible have provided the disclosing party with prompt written notice of such required disclosure.

16. Data and Privacy

16.1. Either party will, by virtue of provision of the Service, come into possession of Personal Data related to its customer and/or Subscriber.

16.2. Customer shall inform the owner of the personal data about his right to access, and his right to request to modify, amend or delete his Personal Data. Customer warrants that it has obtained and will obtain all legally required consents and permissions from the owner of the personal data for the use, processing and transfer of Personal Data in accordance with clause 16.3.

16.3. Customer acknowledges and agrees that Voxbone may use and/or process Personal Data:

- (i) in connection with the provision of Services and Features such as number portability and directory services (if available);
- (ii) for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, and;
- (iii) for the purposes of providing information about Voxbone and its range of services (e.g. new services, promotions, etc), its professional and social activities, and about any topics that could be of interest to Customer, by voice, letter, fax or email.

16.4. Any owner of the personal data may, by sending written notice to Voxbone, withdraw consent for such use, processing or transfer of Personal Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order.

17. Assignment

No party may assign the Agreement or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent will not be unreasonably withheld.

18. Relationship

Except as expressly set forth in the Agreement, nothing in the Agreement shall be construed to constitute or appoint either Voxbone or Customer as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever.

19. Notices

All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the contact details indicated herein. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the 5th business day following the mailing or sending thereof. Notices sent by facsimile and email shall be deemed to have been received when the delivery confirmation is received.

20. Severability


If any part/provision of the Agreement is or becomes illegal, invalid or unenforceable, that part/provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts/provision of the Agreement. No waiver by either party to any provisions of the Agreement shall be binding unless made in writing.

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21. Governing law and jurisdiction

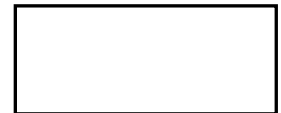
- 21.1. This Agreement shall be governed by, and construed in accordance with, the laws of Belgium without reference to its principles of conflict of laws.
- 21.2. The Parties irrevocably consent and submit to personal jurisdiction in the commercial courts of Brussels for all matters arising under the Agreement.
- 21.3. All legal concepts used and referred to in this Agreement should be exclusively interpreted according to their respective meaning under Belgian Law.

22. Entire Agreement

- 22.1. This Agreement, including the relevant Service orders, Exhibits, annexes and amendments hereto represents the entire agreement between the parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof.
- 22.2. In no event shall Customer's terms and/or conditions included on any form apply to the relationship between Voxbone and Customer under the Agreement.
- 22.3. In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement, any Service order(s) and/or Exhibit, the interpretation shall be resolved by giving precedence to such documents in the following order of priority:
- (a) Exhibit 1: Voxbone Terms of Sale
 - (b) the other Exhibit(s) to the Agreement
 - (c) the Price List on the Voxbone website.
- 22.4. The present Exhibit 1 automatically replaces and supersedes any and all Exhibit 1 to the Agreement previously approved by Customer or any and all other document concerning Voxbone terms and conditions.
- 22.5. Voxbone reserves the right to submit new versions of the present Exhibit 1 for acceptance by Customer every time Customer makes orders online. For the sake of clarity Voxbone will always indicate the date of the latest modification of the Exhibit 1 below the title.



Voxbone signature



Customer signature