

Appendix 2- End User License Agreement

IVONA End User License Agreement

1.2.0

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1. Definitions

“Software” means the following components in object form only together with any intellectual property rights to the extent embodied therein: IVONA Text-to-Speech, IVONA Voice, IVONA MiniReader, IVONA Reader, IVONA ControlCenter, any activating key, together with associated media, printed materials and online or electronic documentation together with any intellectual property rights to the extent embodied therein.

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“Updates” means, collectively, bug fixes, enhancements, new releases, new versions, modifications, revisions, updates or upgrades to the Software to the extent provided by IVONA to you.

2. Grant of License

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To the maximum extent permitted under the mandatory provisions of law, you will not modify, reverse engineer, disassemble or decompile the Software or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein. You also agree not to defeat, nor attempt to defeat, any security measures built into the Software.

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All Updates are deemed to be part of the Software and use of all Updates will be governed by the terms of this Agreement unless other terms are provided with such Updates.

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Except for trial and/or beta versions of the Software, this Agreement is effective as of the date of acceptance for an unlimited period of time, until terminated. For trial and/or beta versions of the Software, this Agreement is effective as of the date of acceptance and remains in effect for the period of time or until the date specified in the Software or certificate of authenticity or license key, as applicable. You may terminate it at any time by destroying the Software, together with all copies and merged portions in any form. It will also terminate immediately if you fail to comply with any term or condition of this Agreement. IVONA may terminate this Agreement without cause at any time upon notice to you with immediate effect. Upon termination of this Agreement, (1) you agree to destroy the Software, together with all copies, (2) your license to the Software will cease immediately, and (3) the following sections of this Agreement will survive: “Restrictions,” “Reverse Engineering,” “Intellectual Property Rights,” “Feedback,” “Restricted Use,” “Consent to Use of Data,” “No Warranty,” “Limitation of Liability,” “Disclaimer,” “Export,” “Governing Law,” “Severability,” and “Entire Agreement.”

9. Restricted Use

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11. No Warranty

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13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IVONA'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE LICENSE FEE PAID, AT IVONA'S OPTION

14. Export

The Software may be subject to export laws and regulations. You will comply with all domestic and international export laws and regulations that apply to the Software.

15. Taxes

Each Party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). You shall provide such information to IVONA as reasonably required to determine whether IVONA is

obligated to collect Indirect Taxes from Counterparty. IVONA shall not collect, and you shall not pay, any such Indirect Tax for which you furnishes IVONA a properly completed exemption certificate or a direct payment permit certificate or for which IVONA may claim an available exemption from Indirect Tax. All payments made by you to IVONA under this Agreement and applicable Purchase Orders shall be made free and clear of any withholding or deduction for taxes unless such deduction or withholding is required by applicable law, in which case you shall (i) withhold the legally required amount from payment; (ii) remit such amount to the applicable taxing authority and (iii) deliver to IVONA original documentation or a certified copy evidencing such payment (“Withholding Tax Receipt”) within the time required by applicable law. IVONA shall provide Counterparty with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement. The Parties agree that as of the Effective Date, based on the contracting parties, territories, rights and currently applicable law, no withholding is anticipated on payments from you to IVONA.

16. Governing Law

To the extent permitted by applicable law, this Agreement will be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any dispute, controversy or claim arising out of or relating to this Agreement will be settled by the courts in New York County, New York, and each party expressly consents to the exclusive personal jurisdiction and venue of such courts. To the extent applicable law prohibits exclusive jurisdiction and venue in New York County, New York for disputes under this Agreement, jurisdiction and venue will be with any court that has competent authority to resolve such disputes.

17. Severability

In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

18. Entire Agreement

This Agreement sets forth the entire agreement between you and IVONA, supersedes all prior oral agreements, statements and representations, with respect to the Software, and may be amended only in a writing signed by both parties.

This Agreement shall be applicable only in the absence of any other written Agreement entered by You with Ivona with respect to the Software.

Software License Agreement Speech2Go (S2G)

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Grant of License

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(c) You agree that Harpo, or a legal representative of Harpo may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Harpo for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

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5. You may not reverse engineer, decompile, or disassemble the Software.

Limited Warranty

6. Licensor warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 90 days from the date of your receipt of the Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

7. Licensor disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, with respect to the software and the accompanying written materials. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

8. Licensor's entire liability and your exclusive remedy shall be, at licensor's choice, either (a) return of the price paid or (b) replacement of the software that does not meet licensor's limited warranty and which is returned to licensor with a copy of your receipt. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

9. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication.

10. In no event will licensor be liable to you for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of your use or inability to use the software. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

11. This Agreement is governed by the laws of Poland.

12. If you have any questions concerning this Agreement or wish to contact Licensor for any reason, please write: Harpo, 27 Grudnia 7, 61-737 Poznań, Poland..