

VOXBONE TERMS OF SALE

1. Definitions

Agreement: the agreement between Customer and Voxbone, or "parties" including these Terms of Sale and any applicable exhibits.

AUP: the Acceptable Use Policy published on the Voxbone website: www.voxbone.com. Voxbone reserves the right to change the AUP from time to time, effective upon posting of the revised AUP on the website or notice to Customer.

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.

Charges: any set up or installation charges (non-recurring charges or NRC), usage based charges (such as toll free per minute charges or per SMS received charges) and monthly recurring charges (or MRC) due by Customer under the Agreement.

Customer: a customer ordering a Service with Voxbone.

Effective Date: the Service Date of the first Service ordered by Customer.

Minimum Term: minimum term of the Agreement as from the Effective Date with a minimum of 12 months, unless otherwise agreed upon between parties.

Minimum Commitment: an obligation as to a minimum monthly payment subscribed to by Customer expressed in MRC and agreed upon by Parties with a minimum as will be set forth in Exhibit 3. Other Charges such as the NRC and Usage Based Charges will not be taken into account when computing the Minimum Commitment.

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.

Number: a number used by Customer or a Subscriber to receive a Service. The type of Number depends on the type of Service.

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), data containing personal and/or private information of Customer's officers, employees or authorized users of the Services.

Price List: the Voxbone standard price list available on www.voxbone.com.

Service(s): a service provided by Voxbone to Customer as fully described in the Service Description.

Service Date: the date of activation of a Service by Voxbone.

Service Description: the description of the Services as detailed in an exhibit to the Agreement.

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.

Usage Based Charges: Charges determined in function of usage such as the per minute Charges due for using the Vox800 Service and the per received SMS Charges due for using the VoxSMS feature.

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 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 shall be of no force or effect unless signed by an authorized officer of each party.

2.4 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 from 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 the Agreement and the payment terms set forth in clause 6 of the Agreement.

4.2 Customer shall comply with and requires 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 with the specific usage restrictions and service conditions as may apply to the Service and or 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.

- 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 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.
- 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 unlawful, abusive, harmful, threatening, defamatory, pornographic or which could be considered offensive in any other way, nor for outbound traffic to the PSTN by falsifying the sending address of the transmission using a Voxbone number in the caller id (spoofing). Outgoing calls using a Number as CLI is strictly prohibited.
- 4.6 Customer shall develop and maintain an end user's register containing at least the following information: 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 requests 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). Customer shall not use CLI information for other commercial activities such as marketing or the advertising of any services.
- 4.9 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 and liabilities arising out of any violation of this clause 4.
- 5. Charges**
- 5.1 The Charges will be those set forth in an exhibit to the Agreement if different from the Price List.
- 5.2 Voxbone reserves the right to increase 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 Vox800 Services will be invoiced only for completed calls in six-second increments with a minimum charge or set-up fee as set forth in the Price List or an exhibit to the Agreement. Per minute Charges may be rounded up to the nearest cent on a per call basis.
- 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 PayPal; 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 on the relevant Service Date and at the latest from the date on which the Customer commences using the Service. The NRC will be invoiced by Voxbone upon receipt of an order from Customer. Prepaid credits will be invoiced by Voxbone upon receipt of an order for a usage based Service or feature from Customer. The MRC will be invoiced by Voxbone monthly in advance.
- 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 NRC, the order will not be executed. If Customer fails to provide sufficient funding on date of issuance of the invoice in respect of MRC, Voxbone will send one or more reminders until full payment of the invoice due.
- 6.7 All Charges or other sums due by Customer and payable to Voxbone are stated exclusive of value added tax and any similar sales tax or duty which, if applicable, shall be invoiced and payable by Customer at the then prevailing rate.
- 6.8 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. If Voxbone will be forced to start a legal action for the recovery of any amounts due by Customer under the Agreement, Customer shall pay to Voxbone reasonable attorneys' fees, collection fees and any other costs actually incurred by Voxbone with a minimum of 15% of the invoice(s) due.
- 6.9 Any interest earned by Voxbone on credit balances in Customer's account will accrue to Voxbone.
- 6.10 Voxbone may offset any amounts due to Customer against any amounts due by Customer. Any payment will in first instance be allocated to any interest and expenses due and in the second place to the oldest outstanding invoices.
- 6.11 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.
- 6.12 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 Voxbone, except where and to any 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. All calculations will be exclusive of taxes and surcharges. 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.

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

7 Term and Service Date

7.1 This Agreement shall commence on the Effective Date and shall continue for as long as Services are provided under the Agreement with a minimum of the Minimum Term.

7.2 After 3 months from the 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 MRC in respect of the cancelled Number(s). Customer may terminate Channels on or at any time after the expiry of 12 months from the Service Date upon a 30 days' prior written notice.

7.3 If Customer terminates the Agreement or all Services under the Agreement prior to the expiry of the Minimum Term, or Voxbone terminates the Agreement during the Minimum Term due to Customer's breach, Customer shall pay to Voxbone:

- With regard to the period from the date of termination to the expiry of the Minimum Term: 100% of the amount of the Minimum Commitment that would otherwise have been due and payable, and, if any, the MRC 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: 100 % of the MRC in respect of the Channels for the remaining months from the respective Service Date until the expiry of 12 months.

7.4 Customer acknowledges that the payment of the early termination fee under clauses 7.1 and 7.2 represents a fair compensation for the costs incurred by Voxbone resulting from the early termination and does not constitute a penalty. Customer agrees that it will pay the invoice with regard to the early termination fee at the latest within 10 days from date of the invoice.

7.5 In the event that Customer terminates the Agreement or all Services under the Agreement upon or at any time after the expiry of the Minimum Term, it agrees to pay to Voxbone 100% of the MRC in respect of the Channels for the remaining months until expiry of 12 months from the Service Date.

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 at the latest by the 15th of the month following date of invoice until such time 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 be sending one or more reminders by e-mail when an invoice is past due.
- (b) It is entitled to terminate the Agreement pursuant to clause 9;
- (c) 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;

- (d) It needs to carry out emergency works to its network or Service equipment;
- (e) It has reasonable grounds to believe that the Service is being used fraudulently or illegally
- (f) Customer or its Subscriber(s) use(s) the Service or numbers in violation of the conditions mentioned in the Service Description.

8.2 In the event that Voxbone exercises its right to suspend the Service pursuant to clause 8.1 (c) or (d) 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 before 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 can not 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 and activation 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 as set out in clause 9.1 but which it fails to remedy within 5 business days of 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.

9.3 Upon the expiration or termination of the Agreement for any reason: (i) 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, (ii) all amounts due for the provision of Services through the end of the month of termination, and applicable termination fees as described in clause 7.2 and 7.4, shall immediately become payable by Customer on receipt of an invoice.

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 or disclosure to another person, unless such failure, breakdown, loss or fraudulent use is resulting from the negligence or default 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 Either party's liability against the other for any damages under the Agreement, shall be limited to the credits due under an SLA as the case may be, and shall in no event exceed the lowest 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 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.

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 day's 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 to sites 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 recommence performance or observance whenever and to whatever extent reasonably possible.

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) it shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of the other without its prior written consent.

14.2 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.

14.3 Customer agrees to indemnify, defend, protect and hold Voxbone (and officers, employees and customers) harmless from and against, and assumes liability for all actions, damages or claims of any character brought against Voxbone for infringement of any intellectual property rights arising from any usage, sale or re-sale of the Services by Customer. Voxbone shall give Customer 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.

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. 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 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
- (v) required to be disclosed to a court, NRA or other competent public authority, provided that the receiving party shall first 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 provisions of the Service, come into possession of Personal Data related to its customer and/or the 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) to communicate to the Customer by voice, letter, fax or email regarding other Voxbone products and services.

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.

21 Governing law and jurisdiction

21.1 This Agreement shall be governed by 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.

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 Except as otherwise agreed herein, the Agreement may only be modified by a writing signed by authorized representatives of both Parties.

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) the Voxbone Terms of Sale
- (b) the Exhibit(s) to the Agreement
- (c) the Price List on the Voxbone website.

22.4 Parties explicitly agree that the Agreement prevails over any other agreement, terms of service or other document published on Voxbone's website (www.voxbone.com) or elsewhere. Notwithstanding the fact that orders will be placed through the web interface exclusively, the provisions of the Agreement will remain applicable for as long as Services are purchased and used.