

NovelVox: End User License Agreement

Our EULA was last updated on April 1, 2023 Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using NovelVox Softwares / Products / Services.

This End User License Agreement (the "EULA/Agreement") **IS APPLICABLE TO END CUSTOMERS (the "Client")**. This EULA is a legal agreement between you (either an individual or a legal entity that will use the product and that you represent as an employee or authorized agent) and us (hereinafter "Licensor" or "Novelvox").

By downloading, installing, and activating the software product (hereinafter referred to as "Licensed Product"), Client agrees to be bound by the terms of this Agreement. The date on which the Licensed Product has been downloaded or installed to Client's server or activated (whichever is earlier) shall constitute the effective date of the license (the "Effective Date"). Client and any Authorized User shall treat the Licensed Product like a reasonably prudent person or entity would treat such proprietary material. Neither client nor any Authorized User shall copy or use the Licensed Product except as is expressly permitted below. Moreover, the Licensed Product(s) as provided to Client shall be deemed "confidential" as is set forth herein. Client & Novelvox may be referred to individually as a "Party" or collectively as the "Parties."

BEFORE DOWNLOADING AND INSTALLING THE LICENSED PRODUCT, YOU SHOULD CAREFULLY READ THE TERMS OF THE AGREEMENT SET FORTH HEREUNDER. BY DOWNLOADING, INSTALLING, OR ACTIVATING ANY LICENSED PRODUCT, YOU ARE BOUND BY AND HAS BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THE LICENSED PRODUCT SHOULD NOT BE DOWNLOADED OR INSTALLED BY YOU OR ANYONE ON YOUR BEHALF.

If You are a business entity or an individual or you have purchased Software from a third party ("Reseller/ Partner") who resells the Software to You under the terms of an agreement between You and such Reseller (a "Purchase/Subscription Agreement"), then the terms of Your Purchase / Subscription Agreement with the Reseller/Partner shall be superseded by this EULA. Resellers/Partners may only grant rights, and must pass through conditions, consistent with this EULA. Thus, even though Your Purchase / Subscription Agreement is between you and the Reseller, by installing or using the Software, You acknowledge and agree that: (a) any license rights if any in the Purchase / Subscription Agreement that are greater than the license rights in this EULA shall not apply; (b) any license conditions in this EULA that are not contained in the Purchase / Subscription Agreement apply to You; (c) the limitations of liability set forth in this EULA will apply in favor of Licensor, its affiliates and suppliers despite the existence of a Purchase / Subscription Agreement; and (d) Licensor is a third-party beneficiary of the Purchase / Subscription Agreement and is entitled to exercise and enforce all of the Reseller's rights and benefits under that Purchase / Subscription Agreement.

Note: By accepting the terms of this EULA/ Agreement you also agree to the privacy policy available at <https://www.novelvox.com/end-user-license-agreements>

1. Subscribed Services: Subscription, Milestones, License and Evaluation.

1.1 Services: Subject to the terms and conditions of this Agreement, Client hereby subscribes to the Services as per the scope outlined in discussions and SOW if any.

1.2 Usage Limits.

a) Services and Content are subject to usage limits specified in Order Forms and Documentation. If Client shall be obliged to pay for any additional usage exceeding the current usage ordered by him. Client should pay any invoice for excess usage in accordance in the subsequent month with the “Invoicing and Payment” section below. Client has an option to increase the usage limit by increasing the minimum number of users or avail bundle packages as mentioned in the pricing summary of the order form.

b) In case the client opts for more then one module / agent / license, once any one of the said module/agent/ license is deployed and gone live, the subscription period shall be deemed to commence and such date shall be treated as subscription date for the entire SOW/project.

1.3 SPOC: For the purposes of ensuring an efficient rollout of the Services, client shall nominate a single point of contact the person so named shall discharge such roles and responsibilities as required by this EULA, and as may be modified from time to time in writing by the parties.

1.4 Subcontract: Novelvox may subcontract such portions of the Services as it may deem fit from time to time with due prior approval of the Client regarding such sub-contracting, provided that as regards the Client, Novelvox shall be solely responsible and liable for performance of its obligations hereunder. Novelvox / sub-contractor shall obtain requisite permissions regarding use of personal or proprietary information from the Client and Novelvox should ensure that each sub-contractor adhere to the same terms as that of the present agreement, for the purpose of carrying out all activities and Novelvox shall conduct adequate due diligence of the sub-contractor(s).

1.5 License. Subject to Client’s compliance with this Agreement, Novelvox grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license to access and use the products and/or services ordered by Client, in each case, for the internal business use of Client during the mutually agreed term, unless earlier terminated pursuant to this Agreement.

1.6 License Restrictions. Client agrees to use, and to ensure that its authorized users use, the Novelvox products and services in accordance with this Agreement. Client agrees not to (and not to authorize any person or entity to) (i) use the Novelvox products and services or permit the Novelvox products and services to be used to perform any services for a third party on a service provider, hosted, services bureau, time sharing or other basis, (ii) use the Novelvox products and services or permit the

Novelvox products and services to be used (1) in violation of any applicable laws, rules or regulations, (2) for any purpose that is illegal, infringing, libelous, tortious, fraudulent or deceptive, or (3) to cause abuse, harm, harassment, distress, torts or violation of any rights of any persons, (iii) transmit any unsolicited e-mail, text or other messages, or use any other service to send such unsolicited e-mail, text or other messages, (iv) knowingly upload or permit the Novelvox products and services to be used to upload any software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots, (v) knowingly use or permit the use of any software, hardware, application or process that interferes with the Novelvox products and services, interferes with or disrupts machines or networks connected to the Novelvox products and services, or violates the regulations, policies or procedures of such machines or networks, (vi) intentionally tamper with or breach the security of the Novelvox products and services, or (vii) release the results of any evaluation of the Novelvox products and services to any third party without prior written approval of Novelvox . Client and its authorized users shall not copy, distribute, publicly display, sublicense, lease, loan, rent, sell, resell or otherwise transfer the Novelvox products and services to any third party. Client and its authorized users shall not modify, port, adapt, translate or create any derivative work based upon, the Novelvox products and services. Client and its authorized users shall not reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of the Novelvox products and services, except for any non-waivable right to decompile software expressly permitted by applicable mandatory law.

1.7 UAT- User Acceptance Testing - Once client performs a UAT on system/product of Novelvox, any issue or difficulty must be reported by the client within 7 days. In absence of any such report, the system / product will be deemed UAT accepted and ready to go live at the end of 30 days from UAT completion or actual UAT acceptance date which ever is earlier.

2. RESPONSIBILITIES AND RESTRICTIONS

1.1 Novelvox Responsibilities. Novelvox will provide the Application to Client during the Term in accordance with this Agreement.

2.2. Client Responsibilities. Client is responsible for all activity that occurs under Client 's accounts by or on behalf of Client . Client agrees to(a) be solely responsible for all User activity, which must be in accordance with this Agreement and the Documentation, (b) be solely responsible for Client Data (other than with respect to the Novelvox obligations set forth in the Agreement) (c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services, (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notify Novelvox promptly of any known unauthorized access or use, and (e) use the Services only in accordance with applicable laws and regulations, (f) Novelvox shall not be responsible for any outage or non performance due to malfunction or lack of support from third party software being used by the client, (g) for any third party software, only client shall be responsible for gaining access to such third party support.

2.3 Restrictions. Client will not (a) use, or permit the use of, the Services except as expressly authorized under this Agreement or the Documentation, (b) interfere with or disrupt the integrity or performance of the Application or any third-party application or third-party data or content contained therein, or (c) disrupt, disable, translate, decompile, or reverse engineer the Services, or (d) take any other action with respect to the Services not expressly permitted under this Agreement or the Documentation.

3. FEES AND PAYMENT.

3.1. Fees. Client shall pay all fees specified in all Order Forms hereunder (“**Subscription Fees**”) for the Services. Client shall also reimburse Novelvox for all reasonable travel and living expenses incurred in the performance of Professional Services, provided that any material expenses shall be subject to approval in advance by Client. Except as otherwise specified herein or in an Order Form, (a) Fees will be quoted and paid in agreed foreign exchange and (b) payment obligations are non-cancellable and Fees paid are non-refundable, (c) under discretion of Novelvox and under special circumstances, fee already paid may be adjusted for supply or provision of other Novelvox Products or services.

3.2. Invoicing and Payment. If a purchase order is required by Client, Client will provide Novelvox with a valid purchase order within five (5) days from the execution of the applicable Order Form. Any terms and conditions on any purchase order shall not be deemed a part of this Agreement or otherwise binding on Novelvox. Novelvox will invoice Client in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, Fees are due net thirty (30) days from Client’s receipt of the invoice. Client is responsible for providing Novelvox with complete, accurate and up to date billing and contact information.

3.3. Overdue Fees. If any Fees are not received from Client by the due date, then at Novelvox’s discretion, such Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

3.4. Suspension of Services. Except with respect to any Fees disputed in good faith by Client, if any Fees for the Application or Professional Services are thirty (30) or more days overdue, Novelvox may, without limiting Novelvox’s other rights and remedies, suspend the Subscription, Professional Services and Client’s use of the Application until such amounts are paid in full.

3.6. Taxes. The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature (collectively, “**Taxes**”). Client is responsible for paying all Taxes associated with Client purchases hereunder except for those based on Novelvox’s net income, property, or employee withholdings. Taxes shall not be deducted from the payments to Novelvox, except as required by law, in which case the amount payable shall be increased as necessary, so that after making all required deductions and withholdings, NOVELVOX receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

5. PROPRIETARY RIGHTS

5.1. Novelvox Ownership: . The Novelvox products and services, including any developments, enhancements, improvements and derivative works therein and thereto, are the intellectual property of and are exclusively owned by Novelvox and its licensors. As between Novelvox and Client, Novelvox retains title to and ownership of all right, title and interest in and to the Novelvox products and services, including all intellectual property and other proprietary rights therein and thereto, and subject to the limited license granted by Novelvox to Client in this Agreement, Client does not have any right, title or interest in or to the Novelvox products and services. All rights not expressly granted in this Agreement are exclusively reserved by Novelvox and its licensors. If Novelvox receives any feedback, suggestions, ideas, reports, or other information relating to the Novelvox products or services, Novelvox may use such information without any obligation to Client.

5.2. Client Ownership and Licenses.

Client owns all rights, title and interest in and to (a) all Client Data and (b) any information supplied by Client to Novelvox as may be specified in any Order Form (collectively, “**Client Materials**”). **5.3** Client grants Novelvox a non-exclusive, non-transferable, royalty free, non-sublicensable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use Client Materials solely to provide the Services to Client at Client’s request. No other rights or implied licenses in Client Materials are granted to Novelvox other than as expressly set forth herein.

5.4. Nothing in this Agreement will restrict NOVELVOX from collecting, using and analysing general information and data from its Client s (including You) in an anonymized, aggregated manner for purposes of improving and enhancing the quality and nature of Services, or to market or publish general information and statistics, provided that NOVELVOX does not specifically identify You or disclose any personally identifiable information in the course of collecting, using, analysing, marketing or publishing that information or data.

5.5. Subject to NOVELVOX’s obligations regarding Client’s Data, Client is solely responsible for its Data, including the content, accuracy and integrity of such Data and for correcting errors and omissions in the Data. Client acknowledge that NOVELVOX has no obligation to monitor any information on the NOVELVOX Services and that Novelvox is not responsible for the accuracy, completeness, appropriateness, or legality of Client’s Data or any other information or content Client may be able to access using the Services.

6. WARRANTIES AND DISCLAIMERS.

6.1. Each party represents and warrants that it is competent to execute this Agreement and perform its obligations hereunder. The foregoing are the only warranties made under this agreement and are in lieu of and exclude all other warranties, explicit or implied, including but not limited to warranties of merchantability, fitness and uninterrupted use

6.2 NOVELVOX warrants that: (i) the application/ services will be in conformity in all material respects with the Specifications contained in the order form;

(ii) it will provide the Services in a professional manner, consistent with recognized industry standards and good commercial practices ; (iii) it will comply with all applicable law, and be duly licensed and otherwise authorized to provide the Services; and (iv) it has the authority and right to enter into this Agreement and to observe and perform its respective obligations contained in this Agreement.

6.3. Client warrants that it has the authority and right to enter into this Agreement and to observe and perform its respective obligations contained in this Agreement.

6.4. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE NOVELVOX PRODUCTS AND SERVICES ARE PROVIDED “AS IS”. NOVELVOX DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOVELVOX DOES NOT WARRANT THAT THE NOVELVOX PRODUCTS AND SERVICES OR USE THEREOF WILL BE ERROR FREE, UNINTERRUPTED OR VIRUS FREE. NOVELVOX DOES NOT WARRANT THAT THE NOVELVOX PRODUCTS AND SERVICES OR USE THEREOF WILL ACHIEVE ANY SALES PERFORMANCE REQUIREMENTS OF CLIENT , OR ANY OUTCOMES OR RESULTS.

6.5 Novelvox shall not be responsible for any issues with performance of NovelVox software or products due to usage of or integration of third party tools used by client on its own into their servers or systems.

7. CONFIDENTIALITY

Each party (a “Receiving Party”) agrees to protect and preserve the confidentiality of any Confidential Information (as defined below) of the other party (a “Disclosing Party”) from unauthorized disclosure and/or use with at least the same degree of care that the Receiving Party applies to its own Confidential Information, but no less than reasonable care, and not to use or disclose to any person or entity any Confidential Information of the Disclosing Party except for performing this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party to the directors, employees and consultants of the Receiving Party and its affiliated companies who are subject to obligations to maintain the confidentiality of the Confidential Information at least as protective of the Confidential Information as those contained in this Section and who have a bona fide need to know the Confidential Information to perform this Agreement. “Confidential Information” means any confidential, proprietary and/or non-public information, materials or knowledge of the Disclosing Party disclosed to the Receiving Party, provided that when in tangible form, Confidential Information shall be marked “confidential” or with a similar legend at the time of disclosure and when in intangible form, Confidential Information shall be identified as “confidential” at the time of disclosure, and shall be summarized in writing, marked “confidential” and delivered to the Receiving Party within 30 days of its initial disclosure, or that reasonably should be understood to be confidential given the nature of the information, materials or knowledge and/or the circumstances of disclosure. Confidential Information shall not include information that: (i) is now or hereafter becomes part of the public domain through no act or failure to act of the Receiving Party, (ii) is information that the Receiving Party had rightfully in its possession without restriction as to use or disclosure before receiving such information from the Disclosing Party, (iii) is hereafter rightfully obtained by the Receiving Party from a

third party without restriction as to use or disclosure, provided that such third party is not known by the Receiving Party to be bound by a confidentiality agreement with respect to such information, or (iv) information independently developed by the Receiving Party without any use of or reliance on the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or a court or other judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such compelled disclosure promptly and in writing (to the extent legally permitted) and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. All Confidential Information remains the sole and exclusive property of the Disclosing Party. Nothing in this Agreement is intended to grant or does grant, either express, implied or otherwise, to a party any rights in or to the other party's Confidential Information, except as expressly agreed in this Agreement or in a writing by the Disclosing Party. All confidentiality obligations created by this Section shall remain in force and effect for the later of (a) three years after the termination or expiration of this Agreement or (b) three years after the date any Confidential Information is disclosed by the Disclosing Party to the Receiving Party.

8. INDEMNIFICATION

The "Indemnifying Party" shall indemnify, defend and hold the other Party and its shareholders, officers, directors, employees, and agents (such Party and persons who are indemnified being the "**Indemnified Party**") harmless from and against any losses, damages, liabilities, claims or demands by third parties (including the costs, expenses, dispute resolution costs, and attorney fees on account thereof) relating to, or arising out of (i) any breach by the Indemnifying Party of the terms of this Agreement, (ii) any claims brought against the Indemnified Party arising in whole or in part out of the Indemnifying Party's act, negligence, fraud, mishandling, deficiency in service, or default. Provided however that neither Party shall, at any point of time, be responsible for any losses, damages, liabilities, claims or demands by third parties (including the costs, expenses, dispute resolution costs, and attorney fees on account thereof) relating to, or arising out of (i) any reasons beyond the control of such Party, including but not limited to network outages; and (ii) any downtime or other issue with the network and/or systems of the other Party.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, BUSINESS EXPECTANCY OR EXEMPLARY DAMAGES, OR LOST PROFITS, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE LIABILITY OF EACH PARTY SHALL BE LIMITED TO GENERAL DAMAGES NOT EXCEEDING THE AGGREGATE AMOUNTS PAID BY CLIENT TO NOVELVOX IN THE SIX (6) MONTHS PRECEDING THE DATE OF LIABILITY EXCEPT FOR VIOLATIONS OF ANY THIRD PARTY RIGHTS, IPRS OR ANY LAWS BY NOVELVOX , IN WHICH CASE, THE LIABILITY OF NOVELVOX IS FULL AND ABSOLUTE.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement will commence on the Effective Date from <Date> and will remain in full force unless terminated by either party under clause 10.2.

10.2. Termination for Cause. A Party may terminate this Agreement or any applicable Order Form for a just and reasonable cause upon sixty (60) days written notice to the other party and In the event either party materially breaches this Agreement, the innocent party may, without prejudice to its other rights and remedies, terminate this Agreement by giving prior written notice of sixty (60) days, provided that the breach remains uncured at the end of such notice period.

10.3. Consequences upon Termination. Upon termination of this Agreement, or any Scope Of Work, or any services provided hereunder for any reason, (i) Novelvox shall cease to provide the Services, (ii) The recipient of confidential information shall, at the disclosing party’s direction, return or destroy it and certify in writing that this provision has been complied with, and (iii) All amounts due and payable, shall be paid within 15 (thirty) days from the date of termination of the contract. **SUPPORT**

Novelvox shall support Client as per the terms of support in the Order Form. Any support that is outside the scope stated in the Order Form shall be provided at the discretion of Novelvox and subject to terms as may be mutually agreed upon.

12. DISPUTE RESOLUTION, GOVERNING LAW & NOTICES

The table below identifies the governing law that governs each SOW (ignoring any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under each SOW based on the location of the Novelvox entity that enters into that SOW.

Country or territory of Novelvox Entity	Governing law	Jurisdiction and venue
India	Law of India	Courts of Faridabad(Haryana)
United States of America	Law of Georgia (GA)	Courts of Georgia (GA)
UK & Europe	Laws of England	Courts of London
United Arab Emirates	Laws of UAE	Courts of Dubai /DIFC

13. GENERAL PROVISIONS

No Dependence on Future Functionality. Client agrees that Client is not entering into this Agreement or any Order Form contingent on the provision of any future functionality relating in any way to the Services unless expressly provided in any Order Form and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order Form.

Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

Assignments- Novelvox may assign or transfer this Agreement in connection with any acquisition, consolidation, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without Client's consent and without providing notice.

Notices : Except as otherwise expressly set forth in these Terms, all notices given to the Parties under the Agreement will be in writing and will be given by internationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery, if to Client at the address indicated on the Order, and if to Novelvox at: Novelvox NA INC, 760 Old Roswell Road, Suite 392, Roswell, GA 30076, USA or at NovelVox Softwares India Pvt. Ltd. 609-610, 6th Floor, SSR Corporate Park, Faridabad 121003, Haryana, India with a copy e-mailed of even date to: licenses@novelvox.com

Independent Contractor- The relationship of the parties to each other shall be that of independent contractors and shall not be interpreted to constitute an agency, partnership or joint venture. Each party shall be solely responsible to pay its personnel wages and other statutory and contractual benefits

Non-Solicitation- To the maximum extent enforceable by applicable law, during the term of this Agreement and for a period of twelve (11) months thereafter, neither party shall, without prior consent of other party, directly or indirectly, for itself or on behalf of any other person (i) hire or solicit for hire any employee or independent contractor of the other party except through a general advertisement; (ii) in any manner attempt to influence or induce any employee or independent contractor of the other party to leave the employment of such party; (iii) disclose to any person or entity any information obtained while rendering the Services to or receiving the Services from the other party concerning the names and addresses of the other party's employees or independent contractors; or (iv) otherwise interfere with the relationship of the other party and its employees or independent contractors.

Force Majeure- Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, pandemic, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.

Logo Usage : The client gives the right to Novelvox to use the Client's logo for and promotional and marketing activities of Novelvox products and credentials. Novelvox shall provide the details of such usage on demand by the client.

Severability- If any provision of this Agreement is held to be illegal, invalid or unenforceable, the same shall not affect the remaining provisions hereof, which will remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Code of Conduct- Each party will conduct all its dealings in a very ethical manner and with the highest business standards. Each Party will provide all possible

assistance to the other in order to investigate any possible instances of unethical behaviour or business conduct violations by an employee of the other. Either Party will disclose forthwith any breach of these provisions that comes to their knowledge to allow for timely action in their prevention and detection. Each party will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with the other party. Any instances of such violations will be viewed in a serious manner and each party reserves the right to take all appropriate action or remedy as may be required under the circumstance

Entire Agreement/Amendment- This Agreement together with signed SOWs and any exhibits attached hereto shall form the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof.