

NLX, INC

TERMS OF SERVICE

THESE TERMS OF SERVICE (“AGREEMENT”) DESCRIBE THE TERMS AND CONDITIONS ON WHICH NLX, INC.(“NLX”) PROVIDES ITS SERVICES TO ANY CUSTOMER INTEGRATING AND ACCESSING NLX’S PROPRIETARY PLATFORM FOR BUILDING AND MANAGING CONVERSATIONAL APPLICATIONS AND INTERFACES WHICH INCLUDES APIs, PROPRIETARY APPLICATIONS AND RELATED SERVICES (THE “SERVICE”) OR OTHERWISE RECEIVING THE BENEFIT OF NLX’S SERVICES (THE “CUSTOMER” or “YOU”). BY INDICATING ACCEPTANCE OF THIS AGREEMENT OR BY OTHERWISE USING THE SERVICE, CUSTOMER IS ENTERING INTO A LEGALLY BINDING AGREEMENT WITH NLX. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, CUSTOMER MUST NOT COMPLETE THE SUBSCRIPTION PROCESS BY CLICKING “I AGREE”, AND MUST NOT USE THE SERVICE.

IF CUSTOMER OR THE THIRD-PARTY ON BEHALF OF WHOM CUSTOMER IS ACTING (ALSO, A “CUSTOMER”) AND NLX HAVE ALREADY ENTERED A SEPARATE AGREEMENT GOVERNING PROVISION OF NLX’S SERVICES THAT HAS BEEN SIGNED ON BEHALF OF BOTH NLX AND CUSTOMER, THEN THAT OTHER AGREEMENT SHALL APPLY IN PLACE OF THE TERMS HEREIN, NOTWITHSTANDING ANY CHECKBOX OR ELECTRONIC ACCEPTANCE REQUIRED IN ORDER TO USE THE SERVICE.

1. Provision of the Service

- **Provision Generally**

During the Term as defined in (Section 5.1) NLX will provide Customer with access to the Service in accordance with the terms and conditions of this Agreement. In order to access and use the Service, Customer is responsible at its own expense for obtaining its own Internet access, and any hardware and software required therefor. The use of any registration-related information you provide us and the information we collect about you in connection with your

subscription to the Service is governed by our Privacy Policy, available at <https://www.nlx.ai/privacy.html>.

- **Grant of Rights**

Subject to the terms and conditions of this Agreement, NLX hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by NLX and its licensors. There are no implied rights.

- **Eligibility Requirements**

By entering into this Agreement, Customer represents and warrants that Customer meets the following minimum requirements ("Eligibility Requirements"): (a) Customer is at least 18 years old and has the legal capacity to be bound by this Agreement; (b) Customer has the necessary rights and authority to enter into and perform the obligations required of Customer under this Agreement including entering into this Agreement on behalf of and binding a third-party, if so applicable; (c) All information which Customer provides, including but not limited to information provided during registration, information about Customer and any third-party business, and all relevant payment information, is within Customer's right to use, and is and will remain accurate, complete and current; (d) Customer is in compliance with all applicable laws, including but not limited to all applicable laws and regulations pertaining to data privacy; (e) None of the Customer Data (as defined herein) will contain any unlawful, defamatory, offensive, libelous, harassing, abusive, fraudulent, pornographic or obscene content or material; and (f) Customer will provide NLX with any information, records, or materials that we request to verify Customer's compliance with the eligibility requirements set forth above and the terms and conditions of this Agreement.

- **Restrictions**

Customer shall not (and shall not allow any third party to): (a) use the Service for the benefit of any third party, or to develop or market any product, software or service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (b) permit any third party to

access or use the Service except as envisioned by the Service in its normal operation or specified herein; (c) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service, directly or indirectly, to any third party; (d) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; (e) use any unauthorized robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, data aggregating or indexing of the Service or (f) use the Service in a manner that not permitted by NLX. Customer shall keep all passwords and API Keys provided to it safe and secure, and shall be responsible for all use of the Service using passwords or API keys issued to Customer. Customer shall notify NLX immediately of any actual or suspected unauthorized use of its passwords or API keys for the Service. Without limiting any of its other rights or remedies, NLX reserves the right to suspend access to the Service if NLX reasonably believes that Customer has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

- **Customer Cooperation**

Customer shall: (a) reasonably cooperate with NLX in all matters relating to the Service; (b) respond promptly to any NLX request to provide information, approvals, authorizations or decisions that are reasonably necessary for NLX to provide the Service in accordance with this Agreement; and (c) provide such Customer materials or information as NLX may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

2. NLX Technology

In connection with providing the Service, NLX and its licensors shall operate and support the hosted environment used by NLX to provide the Service, including the NLX Technology (as defined below), the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by NLX. As used herein, “NLX Technology” means all of NLX’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how,

techniques, designs and other tangible or intangible technical material or information) made available to Customer by NLX in providing the Service.

3. Ownership

Customer acknowledges and agrees that as between NLX and Customer, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information other than Customer Data) and other content on or made available through the Service, other than Customer Data), the NLX Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by NLX or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the NLX Technology other than a limited right to use the Service in accordance with this Agreement.

NLX acknowledges and agrees that as between Customer and NLX, all right, title and interest in and to the Customer Data are and shall remain owned by Customer or its licensors, and this Agreement in no way conveys any right, title or interest in the Customer Data other than a limited right to use the Customer Data in accordance with the terms and conditions herein. No right or license is granted hereunder to Customer under any trademarks, service marks, trade names or logos. Customer shall not remove any NLX trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service. NLX acknowledges and agrees that as between Customer and NLX, all right, title and interest in and to the Customer Data are and shall remain owned by Customer or its licensors, and this Agreement in no way conveys any right, title or interest in the Customer Data other than a limited right to use the Customer Data in accordance with the terms and conditions set forth and agreed to herein.

4. Fees; Payments; Taxes

- **Fees**

In consideration of the use of the Services, Customer shall pay NLX the applicable fees pursuant to the fee and usage schedule provided to Customers on and make such payment in accordance with the instructions by NLX.

- **Increases and Amendments**

NLX reserves the right to increase its fees and usage schedules at any time with 30 days' notice to existing customers.

- **Taxes**

All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or Customer's access to the Service. Customer shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on NLX's income), which may be invoiced by NLX from time-to-time.

- **Late Payments**

Customer shall pay interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse NLX for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder.

- **Beta/Free Users**

If you are accessing the Services below specific thresholds or in connection with a beta offer by the NLX, your use of the Service is currently free of charge at NLX's sole discretion. However, we may stop offering the Services free of charge at any time. NLX will inform you by e-mail or notification via the Service if you are no longer eligible for free access to the Service and give you a reasonable length of time to choose a subscription to maintain your account.

5. Term; Termination

- **Term, Termination and Automatic Renewal**

The term of this Agreement shall commence upon Customer's subscription to the Service and, unless earlier terminated as set forth herein, shall continue for the period of one month (the "Initial Term"). The Customer may terminate this Agreement upon 30 day's written notice to NLX. NLX reserves the right to

terminate this Agreement at any time upon written notice to the Customer and shall repay to Customer any pro-rated portion of the fees paid to it in connection with the Services that the Customer would have received but for NLX's cancellation. In the event that the Agreement is not terminated as set forth herein it shall continue to automatically renew for the length of the Initial Term (a "Renewal Term"). The Initial Term and any Renewal Term is referred to herein as a "Subscription Term", and the Subscription Terms are referred to collectively as the "Term."

- **Termination for Breach**

Either Party may terminate this Agreement by written notice thereof to the other Party, if the other Party materially breaches this Agreement and does not cure such breach within 30 days after written notice thereof.

- **Effects of Termination; Survival**

Upon any termination of this Agreement: (a) all rights granted to Customer hereunder shall terminate and NLX shall no longer provide access to the Service to Customer, and (b) Customer shall cease using the Service. Any obligations that have accrued prior to termination shall survive termination of this Agreement. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive termination of this Agreement: Sections 3 through 12.

6. Customer Data

- **Data Generally**

All data and information gathered and reported by the NLX Service (the "Customer Data") is stored in a private and secure fashion, and will not be used by NLX except as permitted herein. Customer hereby grants to NLX a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce and manipulate the Customer Data solely in connection with providing the Service to Customer, and improving, developing and marketing the Service (provided that NLX may only use anonymized and aggregated Customer Data to improve, develop and market the Services). NLX may analyze Customer Data, and data of other customers, to create aggregated and anonymized

statistics or data that do not identify Customer or any individual, entity, household, user, browser, or device and NLX may during and after the Term use and disclose such statistics or data at its discretion. NLX shall operate the Service in a manner that provides reasonable information security for Customer Data, using commercially reasonable data backup, security, and recovery protections.

- **Additional Customer Responsibilities**

Customer shall not: (a) upload or otherwise make available to NLX any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (b) interfere with or disrupt the Service or servers or networks connected to the Service; (c) upload or otherwise make available to NLX any information that constitutes protected health information subject to the Health Insurance Portability and Accountability Act or any regulation, rule or standards issued thereunder, or constitutes similarly protected information under any applicable state, rule or regulation; or (d) use the Service in a manners that violates any applicable law, rule or regulation, including those regarding the export of technical data.

7. Representations and Warranties; Disclaimer

- **General Representations and Warranties**

Each Party hereby represents and warrants to the other Party that: (a) if such Party is a corporation, company or other entity (as applicable), such entity is duly organized, validly existing and in good standing in its jurisdiction of organization; (b) such Party's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary organizational action on its part or, if such Party is an individual, such Party has legal capacity to enter into this Agreement; (c) the provisions set forth in this Agreement constitute legal, valid, and binding obligations of such Party enforceable against such Party in accordance with their terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally; and (d) its execution, delivery and performance of this Agreement does not and will not conflict with, result in a breach of, constitute a default under, or require the

consent of any third party under, any agreement or other obligation to which such Party is subject.

- **NLX Limited Warranty**

NLX further represents and warrants that (a) it will provide the Service in a competent and workmanlike manner; and (b) it owns or otherwise has sufficient rights (including without limitation all intellectual property rights thereto) to grant the licenses to Customer under this Agreement. NLX does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. NLX makes no warranty regarding features or services provided by any third parties. NLX retains the right to modify its services and the NLX Technology in its sole discretion.

Customer's sole remedy for NLX's breach of the warranty in this paragraph shall be that NLX shall remedy the applicable error, or if NLX is unable to do so in a timely manner, refund to Customer actual damages up to a limit of the fees paid for the Service during the six (6) month period leading up to when the breach of warranty occurred.

- **Disclaimer**

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 7.1-7.2 ABOVE, NLX MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, (B) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

- **Additional Disclaimer**

CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS HOSTED BY A THIRD PARTY HOSTING PROVIDER (THE “HOSTING CONTRACTOR”) AND USES THIRD PARTY SERVER HARDWARE, DISK STORAGE, FIREWALL PROTECTION, SERVER OPERATING SYSTEMS, MANAGEMENT PROGRAMS, WEB SERVER PROGRAMS FOR DELIVERY OF THE SERVICES (THE “HOSTING CONTRACTOR SERVICES”). ADDITIONALLY, NLX USES THIRD PARTIES TO HELP RECEIVE PAYMENTS (“PAYMENT PROCESSOR”). NLX MAY CHANGE ITS HOSTING CONTRACTOR AND PAYMENT PROCESSOR AT ANY TIME. YOUR USE OF THE SERVICE IS SUBJECT TO ANY RESTRICTIONS IMPOSED BY THE HOSTING CONTRACTOR AND THE PAYMENT PROCESSOR, AS APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NLX SHALL NOT BE LIABLE FOR ANY PROBLEMS, FAILURES, DEFECTS OR ERRORS WITH THE SERVICE TO THE EXTENT CAUSED BY THE HOSTING CONTRACTOR OR PAYMENT PROCESSOR. CUSTOMER ACKNOWLEDGES THAT THE FEES PAYABLE FOR THE SERVICE REFLECT THE FACT THAT NLX IS NOT RESPONSIBLE FOR THE ACTS AND OMISSIONS OF THE HOSTING CONTRACTOR OR PAYMENT PROCESSOR, AND THAT NLX COULD NOT AFFORD TO PROVIDE THE SERVICE AT THE PRICES OFFERED IF IT WERE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE HOSTING CONTRACTOR OR PAYMENT PROCESSOR

8. Limitations of Liability

- **Damages Cap**

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NLX’S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO NLX DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT.

- **Disclaimer of Indirect Damages**

EXCEPT FOR (A) CUSTOMER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER; (B) ITS INDEMNIFICATION OBLIGATIONS; AND (C) ITS BREACH OF ANY INTELLECTUAL PROPERTY OR CONFIDENTIALITY OBLIGATIONS OR RESTRICTIONS HEREIN (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE SERVICE), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, PROFITS OR REVENUE) ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

- **Basis of the Bargain**

THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT NLX HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

9. Indemnification

- **NLX Indemnification**

NLX shall defend, indemnify and hold harmless Customer and its directors, officers, and employees ("Customer Indemnified Parties") from and against any third party claims, actions, proceedings, demands, lawsuits, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent the Service infringes, misappropriates or otherwise violates (collectively, "Infringes") any third party intellectual property or proprietary right (excluding patents).

- **Customer Indemnification**

Customer shall defend, indemnify and hold harmless NLX and its directors, officers, employees, agents and providers ("NLX Indemnified Parties") from and against any Claims based on the Customer Data and to the extent that such

Claim does not arise out of any action of NLX in the manipulating and transmitting the Customer Data in a manner not related to the provision of the Services.

- **Indemnification Process**

As conditions of the indemnification obligations in Sections 9.1-9.2 above: (a) the applicable Customer Indemnified Party or NLX Indemnified Party (the “Indemnitee”) will provide the indemnifying Party (the “Indemnitor”) with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor’s indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim, and (c) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor’s evaluation, defense and settlement of such Claim. In defending any Claim, the Indemnitor shall use counsel reasonably satisfactory to the other Party. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other Party (not unreasonably withheld).

- **Exclusions**

NLX’s obligations in Section 9.1 above shall not apply to any Claim to the extent arising from or relating to (a) misuse of the Service not strictly in accordance with the documentation therefor, NLX’s instructions, and this Agreement; (b) any modification, alteration or conversion of the Service not created or approved in writing by NLX; (c) any combination of the Service with any computer, hardware, software or service not provided by NLX; (d) NLX’s compliance with specifications or other requirements of Customer; or (e) any third party data or Customer Data. If the Service is or may be subject to a Claim of Infringement described in Section 9.1 above, NLX may, at its cost and sole discretion: (i) obtain the right for Customer to continue using the Service as contemplated herein; (ii) replace or modify the Service so that it becomes non-Infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to Customer any pre-paid fees for the

Service associated with the then-current Subscription Term. NLX's obligations in this Section 9 shall be NLX's sole obligations, and Customer's sole remedies, in the event of any Infringement of intellectual property or proprietary rights by or related to the Service.

10. Confidentiality

- **Definition**

“Confidential Information” means information that is disclosed by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, including without limitation information (tangible or intangible) regarding a Party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. “Confidential Information” shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties; (ii) the Service and NLX Technology shall be deemed Confidential Information of NLX, regardless of whether or not they are labeled or identified, or would reasonably be considered confidential; and (iii) Customer Data shall be deemed Confidential Information of Customer.

- **General Obligations**

Each Party agrees that it will during the Term and thereafter (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's

Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 10; and (d) protect all Confidential Information of the other Party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation (including a court order or other government order); provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; or (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors; provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 10 (provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable).

- **Return or Destruction**

Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, upon the termination of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto, (b) Receiving Party may retain copies of Disclosing Party's Confidential Information solely to the extent required by law or by applicable professional standards which require such Party to retain copies of its working papers, and (c) Receiving Party may retain Disclosing Party's Confidential Information solely to the

extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination.

- **Feedback**

Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides NLX with any feedback or suggestions regarding the Service, including potential improvements or changes thereto (collectively, "Feedback"), the Feedback shall not be considered Confidential Information of Customer, and NLX may use, disclose and exploit the Feedback in any manner it chooses. All Feedback provided by Customer is provided "AS IS" and without warranty or representation of any kind.

11.

- **Compliance with Laws**

Each Party shall comply with all laws, rules, regulations and ordinances applicable to its activities hereunder.

- **Assignment**

Customer may not assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of NLX. Any purported assignment or delegation in violation of this paragraph is null and void. This Agreement will bind and inure to the benefit of each Party's successor and permitted assigns. Notwithstanding the foregoing, NLX may assign this Agreement to any acquirer of all or substantially all of its assets as they relate to this Agreement.

- **Entire Agreement; Amendment**

This Agreement contains the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto.

- **Notices**

NLX may give any notices issued in connection with this Agreement by email to Customer at the email address given by Customer when creating its account, and such notices shall be effective upon confirmation of transmission to Customer.

- **Force Majeure**

NLX shall not be liable or responsible to Customer, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of NLX, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable technology or components, telecommunication breakdown, or power outage.

- **Publicity**

NLX shall have the right to use Customer's name and logo on client lists published on NLX's website and in marketing materials.

- **Choice of Law**

This Agreement is and will be governed by and construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result.

- **Disputes; Arbitration**

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between Customer and NLX or its employees, agents, successors, or assigns, will exclusively be settled through binding and confidential arbitration.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “Rules and Procedures”). For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

Customer and NLX agree as follows: (a) ANY CLAIMS BROUGHT BY A PARTY MUST BE BROUGHT IN SUCH PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) the arbitrator will honor claims of privilege and privacy recognized at law; (d) the arbitration will be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (e) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (f) each side pays its own attorneys’ fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded will be determined by the applicable law.

Notwithstanding the foregoing (i) either Customer or NLX may bring an individual action in small claims court to the extent eligible, and (ii) either Party may seek

emergency equitable relief before the state or federal courts located in Massachusetts in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within New York for such purposes. A request for interim measures will not be deemed a waiver of the right to arbitrate.

- **Relationship of the Parties**

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

- **Waiver**

No waiver by either Party of any of the provision of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- **Severability**

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

- **Headings; Interpretation**

Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words “include,” “includes,” or “including” in this Agreement shall not be limiting and “or” shall not be exclusive.