

End User License Agreement (SaaS) and Terms of Use

PLEASE READ THE FOLLOWING TERMS OF USE (THE "AGREEMENT") CAREFULLY BEFORE ACCESSING AND/OR USING THE SERVICE (DEFINED BELOW).

BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, OR BY ACCESSING AND/OR USING ANCHOR FORGE SOFTWARE AS A SERVICE YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF AND YOUR ORGANIZATION, ("CUSTOMER") ARE ENTERING INTO A BINDING LEGAL AGREEMENT WITH ANCHOR FORGE LTD. ("COMPANY") (CUSTOMER AND COMPANY, EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE "EFFECTIVE DATE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ACT ON BEHALF OF THE EMPLOYER OR OTHER LEGAL ENTITY AND BIND SUCH EMPLOYER OR OTHER LEGAL ENTITY TO THIS AGREEMENT. IF YOU DO NOT AUTHORITY TO BIND YOUR EMPLOYER OR OTHER LEGAL ENTITY, PLEASE DO NOT ACCEPT THIS AGREEMENT AND IMMEDIATELY REFRAIN FROM ACCESSING AND/OR USING THE SERVICE.

TO THE EXTENT THAT YOU AGREE TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

1. **Definitions.** The following capitalized terms have the meanings set forth below:

- 1.1 **"Affiliate"** with respect to any entity, means any other entity controlling, controlled by or under common control with such entity, where "control" means direct or indirect ownership or voting control of fifty percent (50%) or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.
- 1.2 **"Customer Data"** means electronic data and content submitted to the Service by Customer and Users in connection with their use of the Service (defined below), excluding Analytics Information (defined below).
- 1.3 **"Feature"** means any module, tool, functionality, or feature of the Service.
- 1.4 **"Users"** means an employee of Customer or its Affiliate authorized to access and use the Service.

2. Subscription.

- 1.1 **Access Right.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on software as a service basis) and/or use the Company's software-as-a-service solution for the automation of web processes via AI tools (the "Service") during the Subscription Term (defined below), solely for Customer's internal business purposes (collectively, the "Subscription"). Unless otherwise indicated, the term "Service" also includes, if applicable, any appliance, manual or documentation which may be provided or made available to Customer in connection with the operation of the Service ("Documentation"). Customer may use the Service subject to the usage limitations or restrictions specified in this Agreement, and applicable laws and regulations. Customer shall provide all equipment, systems, assets, access to platforms, services, software, devices, sites and/or networks services (collectively: "Customer's Environment") which are required to access and use, and ensure compatibility with the Service. Customer hereby grants to Company with the right to access and interoperate with Customer's Environment solely during the Subscription Term, and solely as necessary in order to perform its obligations herein.
- 1.2 **Additional Purchases.** Purchases of access to additional Features ("Additional Purchases") shall be documented by a mutually signed order form according to the pricing agreed between the Parties.
- 1.3 **Account Setup.** In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface ("Account"), and each User may be required to set up a user account (each, a "User Account", and references herein to the "Account" shall be deemed to include all such User Accounts, if applicable). Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of this Agreement by its Affiliates or a User. Any unauthorized access or use of the Service must be immediately reported to the Company.
- 1.4 **Hosting.** The Service is hosted by a third party hosting services provider selected by Company ("Hosting Provider"), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments.

2. Support Services, Professional Services.

- 2.1 **Support.** Company shall provide support and maintenance services in accordance with Company's then current Service Level Agreement which will be provided to Customer upon request ("SLA"). The support and maintenance services may be performed by Company, and/or Company's certified third party providers. Company shall be responsible for such service providers' performance of the support and maintenance services. The term "Subscription" shall include the services provided under the SLA and any Professional Services (defined below).
- 2.2 **Professional Services.** If Customer wishes to receive any additional services from Company which are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services ("Professional Services") Customer shall request same from Company in writing, and,

subject to Company's agreement at its sole discretion, such Professional Services shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and executed by both Parties (each, an "**SOW**"). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

3. Fees.

3.1 Credit Purchase. The Subscription shall be offered on a capacity basis.

3.1.1 Self-Serve Mode: Unless otherwise agreed upon by Company and Customer in writing, the Customer shall purchase credits to use the Service ("**Credits**"), in advance, and in accordance with the rates provided by the Company. If Customer's usage of the Service exceeds Customer's available Credits, Company shall send Customer an invoice detailing the additional fees due. The invoiced amount which shall be due and payable within thirty (30) days following Customer's receipt of such notice. The Customer may, at any time during the Term (as specified below), purchase additional Credits. The Customer acknowledges and agrees that no refunds or credits will be provided for any portion of the Credits that remains unused following the Term, except as may be expressly approved in writing by Company.

3.1.2 Invoice Mode: If agreed upon in writing by Company and Customer, the Customer shall be billed on a monthly basis, at the rates specified within the Company's price list available at <https://docs.anchorbrowser.io/pricing>, for the Credits which were consumed by Customer during the previous month ("**Fees**"). The Customer acknowledges and agrees that Customer's selection of a functionalities within the Service shall be deemed as Customer's approval to be charged for such usage. All Fees are stated, are to be paid, in U.S. Dollars, and are non-refundable, re without any right of set-off or cancellation. All Fees shall be paid within thirty (30) days of Customer's receipt of an invoice and any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.

3.2 General. Customer hereby acknowledges that Company may audit Customer's use of the Service to ensure that the Customer's complies with the terms of this Agreement. Company may change the Fees and any billing cycle at any time, Company will notify Customer thereof by email, or other reasonable manner, at least thirty (30) days before the price change, and the price change will apply following the lapse of such notice period. If Customer does not agree to the price change, Customer must refrain from consuming the Service.

3.3 Suspension. Company reserves the right to temporarily suspend provision of the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach of the Subscription Restrictions (defined below); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control; or (d) as required by law or at the request of governmental entities.

3.4 Taxes. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company.

4. **Subscription Restrictions**. As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as, competes with (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure (collectively, the "**Subscription Restrictions**").

5. **Personal Data**. To the extent that Customer needs a data processing agreement ("**DPA**"), Customer shall request Company to provide it with Company's Data Processing Agreement and return it signed to Company as described therein. The DPA, once executed, shall be deemed as an integral part of this Agreement.

6. **Mutual Warranties**. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

7. Intellectual Property Rights.

7.1 Service. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; (b) any other products,

deliverables or services provided by Company and (c) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

7.2 **Feedback.** If Company receives any Feedback, all rights, including intellectual property rights in such Feedback shall belong exclusively to Company. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. Company may, but is not obliged to make use of the Feedback. "Feedback" means any feedback (e.g., questions, comments, suggestions or the like), whether orally or in writing, regarding any of the Service.

7.3 **Account Data.** Customer acknowledges and agrees that Company may monitor Customer's use of the Service for billing and support purposes and may collect and process information regarding the access to and use of the Service by Customer, including the number of users, number of devices, and configuration, performance and security for its internal business purposes including to calculate the Fees, perform and ensure compliance with this Agreement, develop, improve, support, secure and operate the Service and to fulfill legal obligations.

7.4 **Analytic Information.** Any anonymous information, derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and does not identify Customer ("Analytics Information") may be used by Company to provide the Service, for compliance with applicable laws, and for development and/or statistical purposes. Analytics Information is Company's exclusive property.

7.5 **Customer Data.** As between the Parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to any data materials and information that originates, resides on, or is otherwise processed through Customer's systems and processed by Company in the provision of Service or otherwise transmitted, or made available to Company by Customer and/or its Users (the "Customer Data"). Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, during the Subscription Term for Company's provision of the Service. As the exclusive owner of the Customer Data, Customer represents warrants and covenants that Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws, including, without limitation privacy laws, as to allow Company to receive, transfer and use the Customer Data solely in order to perform the Service. Customer and its Users shall refrain from including within Customer Data, any information which violates any third party rights, including, without limitation Intellectual Property Rights and privacy rights, or otherwise is unfair or deceptive, creates a risk to a person, promotes illegal conduct, is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, or is otherwise malicious or fraudulent. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data.

8. **AI Features.** Company may utilize artificial intelligence tools and/or Features (collectively, "AI Features") as part of the Service. Such AI Features may involve data processing, analysis, and automation to enhance the functionality and effectiveness of the Service offered, as well as content generation. Customer acknowledges and agrees that the use of AI Features will be subject to the applicable terms and policies of such AI Features providers.

9. **Third Party Components.** The Service may use or include third party open-source software, files, libraries or components, or other third party software, that may be distributed to Customer and are subject to third party license terms. A list of any third party and related licenses will be provided by Company upon request and may be updated by the Company from time to time. If there is a conflict between any third party license and the terms of this Agreement, then the third party license terms shall prevail, but solely in connection with the related third party software.

10. **Confidentiality.** "Confidential Information" means any information disclosed by or on behalf of one Party ("Discloser") to the other Party ("Recipient") pursuant to this Agreement that is marked as "confidential," or in some other manner to indicate its confidential nature or which is confidential by its nature. Without limiting the foregoing, the Service is Company's Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, Company's

obligations with respect to the protection of Customer Data are solely as set forth in Section 8.5 (*Customer Data*).

11. **DISCLAIMER OF WARRANTIES.** Company represents and warrants that, under normal, authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE AND RESULTS WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE UNINTERRUPTED, COMPLETE OR ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 (*MUTUAL WARRANTIES*) AND THIS SECTION 12, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND COMPLETENESS.

THE RESULTS ARE NOT INTENDED TO SUBSTITUTE INDEPENDENT DECISION MAKING. CUSTOMER MUST ASSESS THE RESULTS PRIOR TO THEIR IMPLEMENTATION AND SEEK NECESSARY AND INDEPENDENT ADVICE REGARDING THE SUBJECT MATTER OF THE RESULTS. CUSTOMER HEREBY ACKNOWLEDGES THAT THE RESULTS MAY INCLUDE MISTAKES, ERRORS, AND INACCURATE, UNSPECIFIC OR OUT-OF-DATE INFORMATION, AND CUSTOMER'S USE OF, AND RELIANCE ON SUCH INFORMATION IS ENTIRELY AT CUSTOMER'S OWN RISK. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR HARM CAUSED DUE TO IMPLEMENTATION OF THE RESULTS.

12. **LIMITATION OF LIABILITY.** EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 14, ANY DAMAGES RESULTING FROM WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS): (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES, AND (B) EACH PARTY'S MAXIMUM LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

13. **Indemnification.**

13.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("IP Infringement Claim"); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim, provided that Customer (i) promptly notifies Company in writing of such claim; and (ii) grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

13.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected order form(s) upon written notice to Customer.

13.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specifications; or (ii) the combination or use of the Service with equipment, devices or software not supplied by Company.

13.4 This Section 14 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

14. **Term and Termination.**

14.1 **Term.** This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with sub-section 15.2 ("Subscription Term").

14.2 **Termination.** Customer may terminate this Agreement and its Subscription, at any point, by providing Company with a thirty (30) days' prior written termination notice. Company may, upon written notice, terminate this Agreement (and cease to provide the Service to Customer): (a) if Customer materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof; and (b) if the Service, or a portion thereof, will be discontinued or end-of-life by Company, subject to a sixty (60) days' notice thereof.

14.3 **Effect of Termination: Survival.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Service thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination, shall become immediately due and payable, and if necessary Company shall issue a final invoice

therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

15. **Miscellaneous.** This Agreement, including the DPA (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. Any terms and conditions (whether printed, linked to or otherwise), within any purchase order or related correspondence which purport to modify or supplement the terms and conditions of this Agreement (or the corresponding order form), shall be void and of no effect. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto, and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. All disputes arising out of or in connection with this Agreement shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Notwithstanding the foregoing, each Party may also seek interim relief in any court of competent jurisdiction in order to protect its proprietary rights. The law governing this arbitration agreement shall be the governing law set forth above. Each Party irrevocably waives its right to trial of any issue by jury. No modifications to this Agreement can be made except in writing, signed by the Customer and Company. This Agreement does not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Customer hereby agrees that Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Service, on Company's web site, presentations, marketing materials or otherwise. Company shall remove such references upon Customer's request. Company will not be liable for any delay or failure to provide the Service resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to, on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (EST time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (EST time) and sender receives acknowledgment of receipt.
