

SUBSCRIPTION AGREEMENT

This Subscription Agreement, including any of its exhibits, annexes, and appendices (collectively, the “**Agreement**”), is entered into by and between Oakminer AI Inc. (“**Company**” dba Oakie AI) and the entity executing the corresponding Order Form (“**Customer**”) (each, a “**Party**” and collectively, the “**Parties**”). By signing or otherwise accepting the Order Form (by clicking “I agree,” “accept,” or other similar button(s)), Customer acknowledges and represents that it has fully read and understood, and agrees to be bound by, the terms of this Agreement (the date of such occurrence being the “**Effective Date**”). To the extent that Customer agrees to this Agreement by clicking “I agree,” “accept,” or other similar button(s), Customer hereby waives 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. Customer may use the Service (as defined below) subject to the terms below.

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

- 1.1 “**Feature**” means any module, tool, functionality, or feature of the Service.
- 1.2 “**Order Form**” means a written or electronic order form, to/in which this Agreement is attached or incorporated, and which is agreed by the Parties. The Order Form shall include the commercial terms, including the Subscription Scope, agreed between the Parties.
- 1.3 “**Subscription Scope**” means any Service usage and/or limitations set forth in the Order Form.
- 1.4 “**Subscription Term**” means the Service subscription period specified in the Order Form.
- 1.5 “**Users**” means an employee of Customer authorized to access and use the Service on behalf of Customer.

2. **Subscription.**

- 2.1 Usage 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 use, and/or remotely access (i.e., on a SaaS basis) Company’s solution (the “**Service**”) during the Subscription Term (defined below) and as specified in the Order Form, for Customer’s internal business purposes (collectively, the “**Subscription**”). Unless otherwise indicated, the term “**Service**” also includes any manual or documentation provided or made available to Customer in connection with the operation of the Service (“**Documentation**”). Customer may use the Service subject to the Subscription Scope, other usage limitations, or restrictions specified in this Agreement, and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service and for ensuring their compatibility with the Service.

- 2.2 Additional Purchases. Purchases of access and/or usage to additional Features and/or additional volume under the Subscription Scope (collectively, “**Additional Purchases**”) shall be documented by a mutually signed written addendum to the Order Form or by executing a new Order Form, in each case according to the pricing agreed between the Parties. If Customer makes any Additional Purchases during a Subscription Term, the Subscription Fees and the Service term therefor will be prorated to be coterminous with the Subscription Term.
- 2.3 Account Setup. In order to access the Service, Customer may be required to set up an administrative account with Company by submitting the information requested in the applicable Service interface (“**Account**”), and each User may need 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 warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. 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 a User. Customer must ensure that each User complies with the terms of this Agreement. Any unauthorized access to or use of the Service must be immediately reported to the Company.

3. **Support Services.**

- 3.1 Company shall provide support and maintenance services in accordance with Company’s then current Service Level Agreement (the “**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. Company’s support obligation 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; (iv) if relevant, Customer’s failure to implement software updates provided by Company specifically to avoid such failure; and (v) the combination of the Service with equipment or software not authorized or provided by Company. Customer acknowledges and agrees that Company may from time to time, during the Subscription Term, develop bug fixes and/or patches (“**Updates**”), which may remotely and automatically update and maintain the Service components (including if installed on Customer’s premises). In addition, Company may from time to time, during the Subscription Term, develop enhancements, new releases, new Features, new versions of and other changes to the Service (collectively, “**Upgrades**”), which may remotely and automatically upgrade the Service components (including if installed on Customer’s premises). For clarity, such Updates and/or Upgrades do not include any generally-available (GA) release of the Service (typically including new Features, functionality and/or enhancements) that is subject to the payment of separate fees.

4. **Subscription Fees.**

- 4.1 Subscription Fees. If Customer has purchased the Subscription directly from Company, this Section 4.1 shall apply.

Customer shall pay Company the subscription fees and other related fee (if any) specified in the Order Form (the “**Fees**”).

- 4.2 General. Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under this Agreement are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; and (d) 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.

4.3 **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 under Section 5 (*Subscription Restrictions*); (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.

4.4 **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.

5. **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 is 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**").

6. **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 Exhibit to this Agreement.

7. **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.

8. **Intellectual Property Rights.**

8.1 **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, including AI Features (as defined below); and (b) 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.

8.2 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Service (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. 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. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

8.3 **Analytic Information.** Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to, and use of the Service by Customer for its internal business purposes, including to develop, improve, support, secure, and operate the Service and to fulfill legal obligations. 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.

9. **Third Party Components.** The Service may use or include third-party open source software, files, libraries, or components, or other third-party software (collectively, "**Third Party SW**"), that may be distributed to Customer and are subject to third-party license terms. A list of any Third Party SW and related licenses will be provided by Company upon request. 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. Company makes no warranty or indemnity hereunder with respect to any third-party software.

10. **Confidentiality.** "**Confidential Information**" means any non public 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. 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 commercially reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure.

11. **AI Features.**

11.1 **Provision and Use.** Company may provide AI-powered features, including generative AI, as part of the Service ("**AI Features**"). These AI Features may process and generate content based on Customer input. Company and its AI-related sub-processors and third-party providers ("**Third-Party Providers**") may monitor use of AI Features to prevent, detect or debug abusive, unlawful, harmful, or unauthorized uses. Customer acknowledges and agrees that use of the AI Features is subject to the applicable terms and policies of the relevant Third-Party Providers, which Customer must review and accept. A list of Third-Party Providers will be made available to Customer upon request.

11.2 **Customer Content and Ownership.** Customer may provide input to the Service, including text, data, information, reports, files, images, graphics, software code, or other content ("**Input**"), and receive output or deliverables generated by the Service based on such Input ("**Output**," and together with Input, "**Customer Content**"). As between the Parties and to the extent permitted by applicable law, Customer retains all ownership rights in and to the Input and owns all Output. Company hereby assigns to Customer any right, title, and interest it may have in and to the Output. To the maximum extent permitted by law, Company shall have no liability to Customer with respect to the Customer Content, including, without limitation, for: (a) any information (including Customer's Confidential Information) contained in or apparent from any Customer Content; and/or (b) any copyright or other intellectual property infringement claims made by third parties in connection with the Customer Content. Customer represents and warrants that: (i) it owns or has a valid license and all necessary rights to use, submit, or transmit all Inputs to the Service; and (ii) no Customer Content infringes, misappropriates, or violates any rights of any person or entity, or any applicable law or regulation.

11.3 **Responsibilities.** Customer assumes all risks associated with the use of the AI Features and reliance on their recommendations and actions, including Outputs. Customer understands and agrees that Third-Party Providers may access and use Customer Content to train, improve, and develop their technologies and for other research and development purposes. Customer agrees to use the AI Features solely for lawful and ethical purposes and in compliance with this Agreement, all applicable laws and regulations and any applicable terms and policies of Third-Party Providers. Customer acknowledges that Outputs may not be unique and that other customers may generate the same or similar Outputs via the AI Features, and that Outputs may be derived from a variety of sources. By using the AI Features, Customer grants Company a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicensable, and transferable license to use, process, reproduce, distribute, adapt, transform, prepare derivative works of, display, and perform Customer Content as necessary to provide and improve the Service. Customer is solely responsible for carefully testing, reviewing, and vetting Outputs before approval, use, or implementation, and for all consequences of creating, using, implementing, uploading, posting, publishing, or sharing Outputs, whether by Customer or any third party.

11.4 **Data Storage.** The Service is not intended to, and will not, operate as a data storage or archiving product or service, and Customer agrees not to rely on the Service for the storage of any Customer Content whatsoever. Customer is solely responsible and liable for the maintenance and backup of all Customer Content.

12. **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; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 (*MUTUAL WARRANTIES*) AND THIS SECTION 11, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

13. **LIMITATION OF LIABILITY.** 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. WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 14 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, EITHER PARTY'S OBLIGATIONS SET IN SECTION 11 (AI FEATURES), AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER); EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT 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 THE COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

14. Indemnification.

14.1 Company agrees to defend and hold harmless, 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.

14.2 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, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order Form(s) based on the remaining period of the corresponding Subscription Term(s).

14.3 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; (ii) if relevant, Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) the combination or use of the Service with equipment, devices or software not supplied by Company or not in accordance with the Documentation.

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

Claim.

15. Term and Termination.

15.1 Term. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the duration of the Subscription Term.

15.2 Termination for Breach. Each Party may terminate this Agreement (and the respective Order Form) immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within sixty (60) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).

15.3 Termination for Bankruptcy. Each Party may terminate this Agreement (and the respective Order Form) upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency, or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving, or ceasing normal business operations.

15.4 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 shall, if applicable, remove the applicable Service from all hard drives, networks and other storage media and destroy all copies of the applicable Service in Customer's possession or under Customer's control, and to the extent requested by Company, provide a certification to that effect within ten (10) business days, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. If purchased directly from Company, 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.

16. Miscellaneous.

16.1 Entire Agreement. This Agreement, 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 Customer's purchase order or related correspondence that purport to modify or supplement the terms and conditions of this Agreement (or the corresponding Order Form), shall be void and of no effect.

16.2 No Waiver. 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.

- 16.3 Severity. 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.
- 16.4 Government Use. 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.
- 16.5 No Third Parties. 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.
- 16.6 Assignment. 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.
- 16.7 Governing Law; Jurisdiction. 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.
- 16.8 Amendments. No modifications to this Agreement can be made except in writing, signed by the Customer and Company.
- 16.9 No Agency. 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.
- 16.10 Force Majeure. 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.
- 16.11 Notices. 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 (local time for the receiving Party) and sender

receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (local time for the receiving Party) and sender receives acknowledgment of receipt.

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