

## Nitra Terms of Use

Last Updated: November 2, 2023

These Nitra Terms of Use (together with any Additional Terms, exhibits, and schedules hereto, the **"Agreement"**) form a legal agreement between You (**"Customer" or "You"**) and Nitra, Inc. (together with any Affiliates of Nitra, Inc., collectively **"Nitra," "We" or "Us"**), and set forth the requirements applicable to Your Account and the Site, in addition to any products or services (each, a **"Product"**) that You receive in connection with Nitra. This Agreement may be supplemented by one or more Additional Terms to which You agree, based on the products or services that You elect to receive from Nitra.

By clicking "I Agree" in the Site, or otherwise affirmatively indicating Your acceptance (such as, by way of illustration and not limitation, by selecting a checkbox to indicate Your acceptance followed by clicking "Submit" in connection with accessing, using, browsing or operating the Product after being presented this Agreement), You agree to be bound by this Agreement, as may be amended by Nitra from time to time in accordance with Section 10.3 below, including (but not limited to) the arbitration agreement set forth in Section 8 below, which You should read carefully since it will govern how Disputes between You and Nitra are resolved. This Agreement applies to all uses and access of Our Products, including the Nitra Marketplace and other websites where Products are sold or available.

### 1. DEFINITIONS

- 1.1. **"Account"** means the account established by You in connection with Your receipt of any products or services provided by Nitra. You are responsible for maintaining the security of the Account and You are fully responsible for all activities that occur under the Account and any other actions taken in connection with it.
- 1.2. **"Additional Terms"** means additional policies, terms of use, conditions and forms that Nitra requires You to adhere, including (without limitation) payment authorizations or supplemental terms of use. Nitra may require Additional Terms for certain products and services, and such Additional Terms will typically be presented at the time that You sign up or subscribe for such products and services.
- 1.3. **"Affiliate"** means with respect to a Party, any entity which (i) is controlled by, (ii) controls, or (iii) is under common control with such Party, where the term "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the shares or securities entitled to vote for the election of directors or similar parties responsible for the overall governance of the applicable Party.
- 1.4. **"Confidential Information"** means any written, machine-reproducible and/or visual materials, including any copies, that (i) are clearly labeled as proprietary or confidential, (ii) are identified as proprietary or confidential at the time of their disclosure or in a writing or electronic communication provided within thirty (30) days after disclosure, or

(iii) which should reasonably be understood to be confidential given the nature and circumstances of disclosure; provided, that Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure without restriction on disclosure; (c) is rightfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information, and which independent development can be shown by written evidence. Confidential Information excludes Feedback, as provided in Section 10.10.

- 1.5. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, mask work rights, moral rights know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.6. **"Mobile Applications"** means any and all mobile applications, technology, services and products, websites, browser extensions or plugins associated with Nitra.
- 1.7. **"Party"** means either Customer or Nitra, as applicable, and **"Parties"** means, collectively, Customer and Nitra.
- 1.8. **"Personal Data"** means personal information or documentation provided by the Customer to Nitra that identifies, or could reasonably be used to identify, an individual.
- 1.9. **"Portal"** means the unique portion of the Site applicable solely to Customer, accessed through the use of a username and password, and consisting of Customer-specific information.
- 1.10. **"Privacy Policy"** means the policy referenced in Section 5 below regarding information which is applicable to You and Us, and which can be located at <https://www.nitra.com/privacy-policy>.
- 1.11. **"Program"** means any program pursuant to which Nitra provides a Product.
- 1.12. **"Site"** means the Nitra website located at [www.nitra.com](http://www.nitra.com), including any and all corresponding sub-domains and Mobile Applications developed, commercialized or otherwise provided by Nitra.

## 2. ADDITIONAL AGREEMENTS

- 2.1. Acceptable Use Policies. You shall use the Products exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others. You may not, and shall ensure that Your employees and agents do not, use the Products in any manner that would violate the rights of any third party. Further, You may not: (i) copy, publicly distribute, display or create derivative works from any portion of the

Products; provided, that You may privately download and also print for Your own personal and non-commercial use portions of the Products to the extent reasonably necessary for Your use of the Products as contemplated by this Agreement; (ii) modify, disassemble, decompile or reverse engineer the software underlying the Site; (iii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer such software to any third party or use the software to provide sharing or services for any third party; (iv) make any copies of the Site or underlying software; (v) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site or underlying software; or (vi) remove or modify any copyright or other intellectual proprietary rights notices that appear in the Site or any Products.

**2.2. Mobile Applications.** To use Mobile Applications, You must have a compatible mobile device. We do not warrant that Mobile Applications will necessarily be compatible with every mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from Your wireless provider for these Mobile Applications. You agree that You are solely responsible for any such charges. We grant You a limited and non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one account on one mobile device owned or leased solely by You and in accordance with the features made available to You. You acknowledge that We may, from time to time, issue upgraded versions of the Mobile Applications and may automatically electronically upgrade the version of the Mobile Applications that You are using on Your mobile device. You consent to such automatic upgrading on Your mobile device to all such upgrades. Any third-party code incorporated in the Mobile Applications is covered by the applicable open source or third-party license end user license agreement, if any, authorizing such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof. We or Our third-party partners or suppliers retain all rights, title, and interest in the Mobile Applications (and any copy thereof).

**2.3. Illegal or Improper Use of Products.** Nitra may immediately suspend or terminate Customer's access to any and all Products, by written or electronic notice to Customer, in the event that (i) Nitra determines that Customer has breached this Agreement, (ii) Nitra determines on the basis of reasonable evidence that any Product is being used for fraudulent or criminal activities, or in violation of any applicable law or regulation, or (iii) in the event that a governmental, legal, or other law enforcement authority so requires or instructs Nitra to terminate or suspend services to Customer. In the event Nitra suspects or anticipates such termination, Nitra will, to the extent practical under the circumstances, use commercially reasonable efforts to provide Customer with prior written or electronic notice of the same and an opportunity to cure the same prior to (and in avoidance of) termination. Customer acknowledges that under certain circumstances such prior notice and/or cure period may not be possible or practical.

## 2.4. Text Messages.

- 2.4.1. You may receive card servicing communications and informational messages from Us via text messages ("SMS"), including, but not limited to, transaction notifications, receipt matching, and card activations. By accepting this Agreement, You expressly authorize Nitra to contact You using SMS unless You opt out and cancel SMS contact pursuant to Section 2.3.3 below.
- 2.4.2. You may also receive two-factor authentication messages; one message per request.
- 2.4.3. You can cancel the SMS service at any time. Just text "STOP" to the short code. After You send the SMS message "STOP" to Nitra, We will send You an SMS message to confirm that You have been unsubscribed. After being unsubscribed, You will no longer receive SMS messages from Nitra. If You want to join again, just sign up as You did the first time and We will start sending SMS messages to You again.
- 2.4.4. If You are experiencing issues with the messaging program You can reply to Us with the keyword HELP for more assistance, or You can get help directly at support@nitra.com or 845-209-0213.
- 2.4.5. Neither Nitra nor phone carriers are liable for any delayed or undelivered SMS or other messages.
- 2.4.6. As always, message and data rates may apply for any SMS or other messages sent to You from Us, and to Us from You. Message frequency varies. If You have any questions about Your text plan or data plan, it is best to contact Your wireless provider.
- 2.4.7. If You have any questions regarding privacy, please review the Privacy Policy.

- 2.5. Beta Services. We may include in Products beta testing or other evaluation or use of products and services, features, functionality, and all components thereof (whether in final or pre-release form) that We may conduct ("**Beta Services**"). Except to the extent otherwise provided in another agreement between the Parties, Your participation in any Beta Services and use of any content, information, or other materials in connection with such Beta Services, shall be subject to this Agreement. Beta Services may include (without limitation) various applications, methods, products, services, software, technology and software as a service (SaaS). We reserve the right and sole discretion to discontinue, terminate, revise, modify or remove Beta Services features or functions at any time, with or without notice to You. Subject to Sections 6 and 7 below, Nitra has no liability for, and offers no warranties of any form in connection with, Beta Services. Beta Services may be subject to Additional Terms.

- 2.6. Links to Third Parties:** The Site may contain links and pointers to Internet sites maintained by third parties. Nitra does not operate or control in any respect any information, products or services on such third-party sites. Third-party links and pointers are included solely for the convenience of users of the Site, and do not constitute any endorsement or verification by Nitra of any content, advertising, features, products, services or materials available from third-party websites. You expressly agree to assume sole responsibility for use of third party links and pointers. We make no representations or warranties whatsoever about any third-party website. You should consult the applicable terms of use of each third party website before using such third party website. In particular, You should review any applicable terms or privacy policy of a third party website before using it or sharing any information with such website. We expressly disclaim any and all liability and responsibility for the content of any websites other than the Site. Furthermore, if You visit or otherwise arrive at third-party sites via such links from Our Site, and thereafter You complete sales, transactions or other activities, We have no responsibility or liability whatsoever with any such sales, transactions or other activities. All such sales, transactions or other activities are independent of Us, and occur only between You and such third-party website(s).
- 2.7. Links to Us:** Unless another party has entered into a written agreement with Us, a party may only provide a hypertext link to the Site on another website, if such hyperlink complies with all of the following conditions: 1) the link must be a text-only link clearly marked as "www.nitra.com"; 2) the link must "point" to the URL "http://www.nitra.com" and not to any other pages within the Site; 3) the link, when activated by a user of the Site, must display the Site full-screen and not with a "frame" on the linking web site; and 4) the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with the name and trademarks of Nitra and the Site and must not create the false appearance that Nitra or the Site is associated with or endorses or sponsors the linking website. We may at any time revoke consent to any link in the Our sole and absolute discretion. For the avoidance of doubt, You shall not be permitted link to Us in any instance (or the Site) without Our express prior written consent in each instance.

### **3. OWNERSHIP**

As between Nitra and Customer, the Programs, the Site, the Portal, and all Intellectual Property Rights therein or relating thereto (as applicable), are and shall remain the sole and exclusive property of Nitra or its licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of any Program, the Site, and the Portal (the "**Materials**") are protected by all relevant intellectual property and proprietary rights and applicable laws. Except as expressly authorized by Nitra, Customer may not make use of the Materials or create any derivative works. Nitra reserves all rights to the Materials not expressly granted in this Agreement.

#### 4. CONFIDENTIALITY

During the term and for a period of five (5) years after expiration or termination of this Agreement, neither Party shall make the other's Confidential Information available to any third party or use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Neither Party shall disclose Confidential Information except to such Party's advisors, employees, agents, subcontractors, accountants, attorneys, investors (and prospective investors), and prospective acquirers ("**Authorized Personnel**") that have a reasonable need to know such information, provided that any such third parties shall, before they may access such information, either (i) execute a binding agreement to keep such information confidential, or (ii) be subject to a preexisting professional legal obligation to maintain the confidentiality of such information. Each Party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its Authorized Personnel in violation of the terms of this Agreement, but in no event will either Party use less effort to protect the Confidential Information of the other Party than it uses to protect its own Confidential Information of like importance. Each Party will ensure that any Authorized Personnel that are permitted to access any of the other's Confidential Information are legally bound to comply with the obligations set forth herein. Notwithstanding the foregoing, Confidential Information may be disclosed as required by applicable law (including, but not limited to, court order, legal process or government authority), provided that before disclosing such information the disclosing Party must provide (to the extent permitted by applicable law) the non-disclosing Party with sufficient advance notice of the intended disclosure in order to enable the non-disclosing Party to exercise any rights it may have to challenge, limit, or condition the disclosure of such Confidential Information.

#### 5. PRIVACY POLICY

The collection, use, and handling of Personal Data is described in Our [Privacy Policy](#). Please review Our Privacy Policy and contact Nitra if You have any questions. The Privacy Policy may be updated from time to time (as provided therein).

#### 6. DISCLAIMERS

- 6.1. **THE PRODUCTS PROVIDED TO YOU PURSUANT TO THIS AGREEMENT ARE AS-IS AND AS-AVAILABLE. NITRA DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PRODUCTS OR SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY TO YOU.**
- 6.2. **NITRA DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT: (A) ANY PRODUCTS AND DATA PROVIDED UNDER THIS AGREEMENT OR THE APPLICABLE PROGRAM TERMS ARE ACCURATE OR ERROR-FREE; (B) THE PRODUCTS WILL MEET**

**YOUR SPECIFIC NEEDS OR REQUIREMENTS; (C) THE PRODUCTS WILL BE USABLE BY CUSTOMER, ADMINISTRATORS, OR EMPLOYEES OR AGENTS AT ANY PARTICULAR TIME OR LOCATION; (E) THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; AND (F) ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED, EVEN WHEN WE ARE ADVISED OF SUCH DEFECTS.**

**6.3. NITRA IS NOT LIABLE FOR, AND DISCLAIMS LIABILITY FOR, ANY DAMAGES, HARM, OR LOSSES TO YOU ARISING FROM UNAUTHORIZED ACCESS OR USE OF YOUR ACCOUNT OR THE PRODUCTS OR YOUR FAILURE TO IMPLEMENT APPROPRIATE SECURITY PROCEDURES.**

**6.4. SOLE AND EXCLUSIVE REMEDY: THE LIMITATIONS OF DAMAGES SET FORTH IN SECTION 6 ABOVE AND IN SECTION 7 BELOW SURVIVE IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. SUBJECT TO SECTION 7 BELOW, IF YOU HAVE ANY DISPUTE OR CLAIM AGAINST NITRA OR ITS SUPPLIERS OR VENDORS WITH RESPECT TO THIS AGREEMENT OR THE PRODUCTS AND SITE, THEN THE SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR EQUITY) IS TO DISCONTINUE USING THE PRODUCTS AND SITE AND/OR TERMINATE THIS AGREEMENT.**

## **7. LIMITATION OF LIABILITY; INDEMNIFICATION.**

**7.1.** Nitra is not liable to You under any circumstances for consequential, indirect, special, exemplary, or punitive damages, lost profits, or lost revenue arising from or related to Your use of, or inability to use, Your Account or the Products, lost profits or reputational harm, physical injury or property damage, or any other losses or harm arising from or related to this Agreement or otherwise (and regardless of whether Nitra was advised of the possibility of such damages by You or third parties).

**7.2.** Nitra's maximum liability to You under this Agreement is limited to the greater of the total amount of fees actually paid by You to Nitra in the three months preceding the event that is the basis of Your claim or \$10,000. This limitation applies regardless of the legal theory on which Your claim is based (whether in contract, tort, equity or otherwise).

**7.3.** You expressly agree that You will, at Your own expense, defend, indemnify and hold harmless, to the maximum extent permitted by applicable law, each and all of Nitra, its Affiliates, parents and subsidiaries, and any and all of their respective officers, directors, shareholders, agents, representatives, contractors, employees, advisors, attorneys, accountants, vendors and customers (each, an "Indemnified Party", and collectively, "Indemnified Parties") from and against any and all loss, cost, expense, judgment, damage, claim, demand, or liability (a "Claim"), including (without limitation) all reasonable attorney and professional fees and costs (including, but not limited to, all reasonable out-of-pocket expenses) incurred in connection with investigation of, preparation for and defense of any pending or threatened Claim and any litigation or

other proceeding arising, connected or related thereto (whether or not in connection with pending or threatened litigation in which the Nitra or any other Indemnified Party is a party), and the cost of settlement, compromise, judgment, or verdict incurred (including, but not limited to, special, exemplary, actual and consequential damages) by, or demanded of, an Indemnified Party, that, directly or indirectly, arises out of, results from or occurs in connection with: (a) Your use of, or inability to use, the Site, Programs, Mobile Applications and Products; (b) any publications, uploads, transmissions or distributions made by You in connection with the Site, Programs, Mobile Applications and Products; (c) Your violation of any of the terms or conditions of this Agreement; (d) Your violation of any rights or privileges of any third party; (e) Your violation of any applicable laws, rules or regulations; (f) Your gross negligence, bad faith or willful misconduct; (g) Your breach of the Privacy Policy or any other Nitra policies or procedures which are applicable to You; or (h) (i) infringement by You of any intellectual property, proprietary, personal, privacy or other rights of any third party, including (without limitation) any patent, copyright or trademark, (ii) unlawful disclosure, use, or misappropriation of a trade secret by You, or (iii) violation of any other third-party intellectual property right, or other property or personal right of any person or entity.

- 7.4.** We reserve the right to assume the exclusive defense and sole control of any matter otherwise subject to indemnification by You as a Claim under Section 7.3, in which event You hereby agree that You will fully cooperate with Us in asserting any and all available defenses, and promptly reimburse Our reasonable costs and any expenses (including, without limitation, reasonable attorney and professional fees) in connection with, relating to or arising from Our preparation and defense in such Claim matter. No settlement, compromise or adjudication of any Claim to which indemnification applies hereunder pursuant to Section 7.3 and 7.4, shall be effective or permitted without the express and prior written consent of Nitra.

## **8. MANDATORY ARBITRATION AND PROHIBITION ON CLASS ACTIONS**

- 8.1.** PLEASE READ THIS SECTION 8 CAREFULLY. IT EXPLAINS THE TERMS UPON WHICH CUSTOMER IS WAIVING ITS RIGHT TO BRING CLAIMS ARISING UNDER THIS AGREEMENT IN A COURT OF LAW OR TO HAVE A JURY RESOLVE ANY DISPUTES HEREUNDER. Except if other applicable laws require otherwise, the Parties hereto agree and understand that any dispute or claim related to Customer's, or any employee of Customer's, use of the Account or any Products, any disputes regarding any alleged breach of the Agreement, to the extent such dispute cannot otherwise be resolved, as well as any other action to enforce the terms of this Agreement or for the breach of this Agreement, shall be referred to final and binding confidential arbitration, and not in court or before a jury.
- 8.2.** The Federal Arbitration Act and federal arbitration law apply to this Agreement.
- 8.3.** Any arbitration proceeding will take place in the State of Delaware, subject to the laws of the State of Delaware, and will otherwise be governed by the then-current commercial

arbitration rules of the American Arbitration Association, and the Parties hereto expressly waive their rights, if any, to have any such matters heard by a court or jury, or administrative agency, whether federal or state. The Parties in any arbitration to enforce this Agreement or remedy its breach will equally share the costs associated with such arbitration proceedings; provided, that, the arbitrators shall have the power to reallocate costs and/or award the prevailing party in the arbitration the reimbursement of its reasonable attorney's fees and costs incurred in connection with the proceeding at the conclusion of the arbitration. Within fourteen (14) days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

- 8.4.** The Parties agree that any dispute resolution proceedings (including any arbitrations and any court proceedings) will be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class actions and class arbitrations are prohibited and in no event will a claim for class relief (or for injunctive relief extending beyond Your own individual alleged injuries or to prevent future harm to You alone) be arbitrated. If for any reason a claim proceeds in court rather than in arbitration, each Party waives any right to a jury trial. The Parties also agree that Nitra may bring suit in court to enjoin infringement or other misuse of Intellectual Property Rights without the need for posting any bond or other security.
- 8.5.** If any portion of this Section 8 cannot be enforced, the unenforceable portion will be severed and the rest of this Section 8 will continue to apply. However, if (i) it is determined that the class action waiver contained in this Section 8 cannot be enforced, or (ii) the arbitrators (contrary to this Agreement) purport to decide a dispute on a class or other representative basis, or to award injunctive relief that extends beyond that necessary to remedy Your own individual alleged injuries or to prevent future harm to You alone, then this entire Section 8 (excluding this sentence) shall be deemed invalid and unenforceable.

## **9. ACCOUNT TERMINATION**

Nitra may terminate or suspend Your Account or Your right to use any Product at any time. In such case, You must still pay Nitra for all amounts owed under this Agreement and any Program. Nitra may terminate Your Account or right to use any Product at its sole and absolute discretion, even if You pay on time and/or You are not in default or breach of this Agreement (including any specific terms governing a Product).

In the event that You would like to terminate this Agreement or the use of any Products, You may do so by notifying Us at [support@nitra.com](mailto:support@nitra.com).

If You or We terminate this Agreement, You will no longer be able to use any Products. If You or We terminate or suspend Your use of a Product, but You continue to use other Products, this Agreement and any Additional Terms applicable to such Products will continue with respect to such Products.

Unless otherwise expressly stated, all of Your applicable legal obligations, duties and responsibilities of a continuing or ongoing nature in the Agreement (including, but not limited to, indemnification in Section 7 and dispute resolution and arbitration in Section 8) shall survive termination of the Agreement for so long as necessary so as to fulfill those applicable provisions of the Agreement.

## **10. MISCELLANEOUS**

- 10.1. Governing Law.** Subject to Section 8, this Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. All remedies and rights under this Agreement are cumulative.
- 10.2. Waiver.** No waiver by either Party of any default or breach of this Agreement shall be valid unless set forth in writing by such waiving Party. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 10.3. Amendments.** This Agreement, including any Additional Terms, may be amended by Nitra from time to time, by posting the amended Agreement or Additional Terms on the Site and updating the “Last Updated” date at the top of the applicable page. Any such amendments to the Agreement or Additional Terms shall be effective as of the “Last Updated” date. You are responsible for monitoring any changes to this Agreement and Additional Terms via the Site. The revised Agreement or Additional Terms will be effective immediately if You accept them (for example, by agreeing when You create an Account or logging into an existing Account, or using (or continuing to use) the Site after the revisions have been posted); otherwise, they will be automatically effective 30 days after posting. If You do not want to agree to any changes to this Agreement, You can terminate this Agreement and Your Account as provided in Section 9 above before the changes take effect.
- 10.4. Notices.** Any notices provided by Nitra under this Agreement will be given: (i) via email at the email address provided by Customer in the Portal, or (ii) by posting to the Portal. Any notices provided by Customer under this Agreement will be given in writing and delivered personally, by courier or overnight mail, at the following address: Attn: General Counsel, One World Trade Center, 285 Fulton St., Suite 84A, New York, NY 10007.

- 10.5. Severability.** Subject to Section 8, if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 10.6. Force Majeure.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such Party, which may include (without limitation) denial-of-service attacks, strikes (except by its own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each a **"Force Majeure Event"**). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues, provided that such Party also continues to use commercially reasonable efforts to resume performance.
- 10.7. Compliance with Laws; Agreements.** Each Party agrees to comply with all applicable laws, rules and regulations with respect to its activities hereunder and performance of the Agreement. Each Party is authorized to enter into this Agreement, and, in doing so, does not violate any other agreement or conflict with any existing legal obligation to a third party.
- 10.8. Relationship Between the Parties.** Nothing in this Agreement shall be construed to create a partnership, employment, joint venture, agency, or attorney-client relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf, without such other Party's prior written consent. For the avoidance of doubt, Nitra shall not be deemed to be representing Customer in any legal capacity.
- 10.9. Assignment/Successors.** Neither Party may assign or transfer this Agreement, in whole or in part, without the other Party's prior written consent, except to its Affiliate or as the result of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this Section will be null and void. **"Change of Control"** means, with respect to a Party: (a) the direct or indirect acquisition by a non-Affiliate of either (i) the majority of voting stock of such Party or (ii) all or substantially all of the assets of such Party, by another entity in a single transaction or a series of transactions; or (b) the merger of such Party with another entity. Subject to the foregoing, this Agreement shall inure to the benefit of the legal representatives, heirs, executors, successors and permitted assigns of each Party. To the extent that Customer is the assigning Party, such assignment is further conditioned on the assignee providing all information and documentation reasonably requested by Nitra in connection with this Agreement.
- 10.10. Feedback.** Nitra has not agreed to, and does not agree to, treat as confidential any suggestions, ideas, comments, or questions about the Agreement, the Account, or any

Program ("**Feedback**") submitted by Customer or its employees or agents. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Nitra's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Customer shall have no Intellectual Property Right in any Program as a result of Nitra's incorporation of Feedback into such Program.

- 10.11. Changes.** Nitra reserves the exclusive right: (i) to discontinue, impose limits on, or restrict access to, any aspect of any Program, Product or the Site, at any time, with or without cause or notice, including (without limitation) the availability of any of the features, delivery services, databases, or content, or (ii) to edit, supplement, modify or delete any documents, information, or other content appearing in any Program, Product or the Site.
- 10.12. Entire Agreement.** This Agreement, together with the exhibits and schedules hereto, and any Additional Terms and supplemental terms related to any Product that are incorporated herein, constitute the complete and exclusive agreement between the Parties concerning its subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement is a legally binding contract made for good and valuable consideration, the sufficiency of which is acknowledged by the Parties.
- 10.13. Equitable Relief.** Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.
- 10.14. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the signatories and is not intended to benefit any third party. Only the Parties may enforce this Agreement.
- 10.15. Headings.** Section and paragraph headings used in this Agreement are for convenience only and shall not be of any substance in interpreting or construing this Agreement.