THIS MASTER SAAS AND SERVICES AGREEMENT (THIS “AGREEMENT”) IS ENTERED INTO BY AND BETWEEN TEXTLY INC., A DELAWARE CORPORATION (“LINGUIX”) WITH A PLACE OF BUSINESS AT 3479 NE 163RD ST UNIT #2088 NORTH MIAMI BEACH, FL 33160, AND THE CUSTOMER (“CUSTOMER”). TEXTLY AND CUSTOMER ARE SOMETIMES REFERRED TO JOINTLY AS THE “PARTIES” OR SINGULARLY AS A “PARTY.”

BY ACCEPTING THIS AGREEMENT WHILE EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “CUSTOMER” “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND SHALL NOT BE PERMITTED TO USE THE SERVICES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT CONNECT, ACCESS OR USE THE SERVICES IN ANY MANNER. ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS BEING LICENSED AND NOT SOLD TO YOU.

BY ACCEPTING THIS TERMS OF THIS AGREEMENT YOU REPRESENT AND WARRANT THAT ANY AND ALL INFORMATION YOU PROVIDE US THROUGH THE SERVICES IS TRUE, ACCURATE AND COMPLETE. THE PROVISION OF FALSE OR FRAUDULENT INFORMATION IS STRICTLY PROHIBITED.

This Agreement is effective between Customer and Textly Inc. as of the date of Customer’s accepting this Agreement (the “Effective Date”).

Preamble

Textly Inc. has developed, and owns digital writing assistant technology, writing enhancement and content creation automation solutions; Such solutions are provided to customers on a Software as a Service (SaaS) basis; and

This Agreement governs the Parties’ relation in connection with Customer’s subscription, as well as its End User’s (as defined below), access to, and usage of the Service (as further defined below).

1. General

Customer will subscribe to the Textly Inc. Service by executing an order form which shall define: (i) the subscription term; (ii) applicable Textly Inc.’s solution to which Customer subscribes (personal or team plan).

Textly Inc.’s Subscription Services and/or Professional Services as specified and defined in an applicable Order Form shall be referred to as the “Service”.

Each Order Form executed by the Parties is governed by this Agreement and is subject thereto.

2. Right to Use the Service

2.1. Right to Use the Service. Subject to the terms and conditions of this Agreement and of an applicable Order Form then in force, Textly Inc. grants to Customer a non-exclusive, non-transferable, non-sub-licensable, limited right to access and use the Service during the subscription term, and in accordance with the usage terms set forth herein and in the applicable Order Form.

For the purpose of this Agreement or any applicable Order Form, “End User(s)” means individual(s) for whom the Subscription Services load.

2.2. Usage Restrictions. Other than the rights expressly specified in this Agreement and in an applicable Order Form, no other right or interest whatsoever is granted to Customer in connection with the Service or to the solutions to which it provides access. Without limiting the foregoing, Customer may not: (i) use the Service for purposes other than the purposes for which it is intended as defined in this Agreement and/or the applicable Order Form; (ii); rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Service or any part thereof; (iii) bypass or breach any security device or protection used by the Service; (iv) input, upload, transmit, or otherwise provide to or through the Service any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code; (v) use the Service in any illegal manner or in any way that infringes the right of any third party. In addition, in the event the Order Form limits the usage to a certain number of End Users, Customer shall ensure that the quantity of End Users who may access and use the Service in any given calendar month, will not exceed the quantity set forth in the Order Form.

3. Consideration; Taxes

3.1. Consideration. Customer will timely pay all fees for the Service (“Subscription Fees“), as specified in an applicable Order Form, and all fees for the Professional Services as set forth in the applicable SOW, or in the Order Form, as applicable.

3.2. Subscription Fees. The Subscription Fees constitute the consideration for the Textly Inc.’s solution, i.e. the specific modules and features and the digital platform/application/devices explicitly identified in the Order Form. Except as otherwise specified herein or in an Order Form: (i) the fees for the Service are based on the Service purchased and not on actual usage thereof, and fees paid are non-refundable; and (ii) Service ordered under an applicable Order Form and their respective payment obligations are non-cancelable. Notwithstanding the aforementioned, in an event of termination for cause according to Section 10.2. below, due to a material breach by Textly Inc., the foregoing shall not apply to amounts paid for the Service in advance, but which are unused on the date of termination (calculated on a pro-rata basis of the balance period between the termination date and the original term of the applicable Order Form), which may be refundable.

3.3. Invoicing. Customer is responsible for providing complete and accurate billing and contact information to Textly Inc.

3.4. Taxes. Textly Inc.’s fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign imposed by any federal, state, or local tax authority with respect thereto including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder. If Textly Inc. has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4, Textly Inc. will invoice Customer and Customer will pay that amount unless Customer provides Textly Inc. with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent Customer is required by law to withhold income-based taxes based upon the fees hereunder, Customer will deduct such tax from the fees payable to Textly Inc. and remit them to the appropriate government authorities; provided that Customer sends Textly Inc. a receipt showing the payment of such Tax, and provides Textly Inc. with reasonable support and with sufficient evidence to enable Textly Inc. to obtain any credits available to it. For clarity, Textly Inc. is solely responsible for Taxes assessable against it based on its income, property and employees.

4. Privacy and Data Protection; Security

4.1. Collection and Storage by Textly Inc.. Solely to the extent necessary for the provision of the Service to the Customer (as described in detail in the DPA referred below), Textly Inc. (in its capacity as Data Processor) may from time to time be provided with, or have access to, information of Customer (in its capacity as Data Controller), which may qualify as Personal Data (as these terms are defined in the DPA).

For the purpose of this MSA and any applicable Order Form, Parties’ rights and obligations with respect to the data processing activities shall be subject to the Privacy Policy located here: <https://linguix.com/page/privacy-policy>

4.2. Customer’s Undertakings. Customer shall be solely responsible for obtaining all consents and authorizations as may be required by any applicable law, for the collection, storage and processing of information and/or sensitive information by Textly Inc. according to Customer’s instructions.

4.3. Security. Textly Inc. complies with security standards, such as encryption of data in motion over public networks and auditing standards (such as SOC 2 and ISO 27001:2013). Furthermore, Customer’s information is stored with logical separation from information of other customers. In addition, Textly Inc. shall have in place and shall comply with documented written policies and procedures, periodically reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Such policies and procedures will include encryption of data, virus detection and firewall utilization.

4.4. Data Processing Locations. Personal Data collected from U.S. users will be stored and processed solely within the United States, while Personal Data from U.K. and EU users will be stored and processed solely within the United Kingdom or European Union in compliance with applicable data protection laws, including GDPR.

4.5. Access to Personal Data. Access to Customer’s Personal Data by Vendor staff is limited to authorized personnel on a need-to-know basis for troubleshooting, support, or compliance. Access logs are maintained and regularly reviewed to ensure adherence to this limitation.

4.6. Personal Data Retention. Personal Data will be retained for the duration specified in the Agreement, or as otherwise agreed upon with the Customer. Upon Customer request, Vendor may accommodate specific retention timelines to align with Customer’s compliance and operational requirements, where feasible.

4.7. AI Processing and De-Identification. In the course of delivering services, Vendor may utilize AI models that prioritize data security and privacy. Data submitted for AI processing is de-identified to remove any identifiable personal information before processing. AI models are sourced from reputable providers, with secure API calls used for model access.

5. Proprietary Rights

5.1. Textly Inc.’s Rights. Textly Inc. owns and shall retain all right, title, and interest, including Intellectual Property Rights (as defined below), in and to the Service and the solutions provided thereby, and all the underlying software and technology, all as may be updated, improved, modified or enhanced from time to time; and further – in and to the brand names, logos and trademarks related to the foregoing.

For the purpose of this Agreement, “Intellectual Property Rights” means any and all intellectual property rights, whether registered or not, worldwide including, without limitation, all the following: (i) copyrights, including moral rights, registrations and applications for registration thereof; (ii) computer software programs, data and documentation; (iii) patents, patent applications and all related continuations, divisional, reissue, design patents, applications and registrations thereof, certificates of inventions; and (iv) trademarks, trademark applications, domain names, trade secrets and Confidential Information (as defined below).

5.2. Customer’s Ownership. Customer owns all content created by its users using Textly Inc. (Linguix.com) software.

“Content” means content such as text, data, images, photographs, video, audio, and similar types of content used in, or for creating.

We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Linguix may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Linguix with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Linguix does not permit copyright-infringing activities on the Service.

5.3. Feedback. Textly Inc. may, at its discretion and for any purpose, freely use, modify, and incorporate into its Service any feedback, comments, or suggestions provided by Customer or End Users (other than Customer Content), if any, without any additional obligation of Textly Inc. to Customer or the applicable End Users.

6. Warranty

6.1. Representations. Textly Inc. represents and warrants to Customer that (i) during the term of each applicable Order Form, the Service will substantially conform to the specifications as set forth in such Order Form; and (ii) the Professional Services performed by or on behalf of Textly Inc. under this Agreement will be performed in a professional and workmanlike manner and by personnel that has the necessary skills, training and background to perform such Services.

6.2. Exclusive Warranty. THE WARRANTIES CONTAINED IN THIS SECTION ‎7 ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ARISING BY A COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION DOES NOT LIMIT, AND IS WITHOUT PREJUDICE TO, THE PROVISIONS OF SECTION ‎10 BELOW.

7. Indemnification by Textly Inc.

7.1. Indemnification obligation. Textly Inc. will defend Customer from and against any claim by a third party against Customer to the extent the claim is based on an allegation that the Service or the solution provided by it, infringes upon, or misappropriates, any Intellectual Property Rights of a third party (“Infringement Claim“), and shall indemnify Customer against all liabilities, damages, costs (including settlement costs and reasonable attorneys’ fees) awarded by a competent court, arbitrator/s, or in a settlement, as a result of such claim by a third party; provided that (i) Customer has notified Textly Inc. promptly in writing of such claim; (ii) Customer has provided Textly Inc. with the authority to control and handle the claim including the defense and settlement of such claim; and (iii) Customer provides to Textly Inc. all information and assistance (at Textly Inc.’s expense) as may be required for that purpose.

7.2. Exclusions. In no event will Textly Inc. have any obligation or liability under this Section 8 arising from: (i) use of any Service in a modified form or in combination with materials not furnished by Textly Inc.; (ii) any Customer Content; (iii) any failure by Customer to comply with Customer’s responsibilities under this Agreement; and (iv) use by Textly Inc. of any equipment provided by Customer and per Customer’s instructions, for the provision of the Professional Services.

7.3. Remedial Actions. In the event that the Service or any part thereof is likely to, in Textly Inc.’s sole opinion, or does become the subject of an Infringement Claim, Textly Inc. may, at its option and expense: (i) procure for Customer the right to continue using the Service (including the allegedly infringing portion/item); (ii) substitute a functionally equivalent non-infringing replacement for such allegedly infringing portion of the Service or otherwise modify it to make it non-infringing and functionally equivalent; or (iii) terminate the Agreement and any outstanding Order Form and refund to Customer fees paid to Textly Inc. for the infringing items in an amount prorated to reflect the period of time between the date Customer was unable to use the Service due to such Infringement Claim and the remaining days in the current subscription term.

7.4. Sole Remedy. Without derogating from the provisions of Section 10 below, this Section ‎8 sets forth the exclusive and entire remedy of Customer with respect to any Infringement Claims.

8. Customer’s Responsibilities

In addition to any other undertaking or responsibility of Customer as set forth in this Agreement, any applicable Order Form, SOW or an exhibit hereto or thereto, Customer shall be solely responsible and liable for, and in connection with: (i) the manner in which Customer and the End Users use the Service (ii) Customer Content, including without limitation Customer’s rights to use such Content in connection with the Service; (iii) information, data or other Content provided by End Users; and/or (iv) compliance by Customer with any and all applicable laws and with third parties’ rights in connection with the foregoing.

9. Limitation of Liability

9.1. Limitation on Indirect Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR (i) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (ii) FOR LOSS OF USE, BUSINESS, REVENUES, OR PROFITS; IN EACH CASE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2. Limitation on Amount of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, AND OTHER THAN IN THE EVENT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, Textly Inc.’S LIABILITY IN CONNECTION WITH ITS IP INDEMNITY OBLIGATIONS UNDER SECTION 9, CUSTOMER’S (A) BREACH OF SECTION 7 (PROPRIETARY RIGHTS) AND (B) INDEMNITY OBLIGATIONS UNDER SECTION 14.4 (EXPORT RESTRICTIONS) OR AS SET FORTH BELOW IN THIS SECTION 10.2, A PARTY’S AGGREGATE LIABILITY UNDER EACH ORDER FORM SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE ORDER FORM, AND A PARTY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY (“LIABILITY CAP”).

NOTWITHSTANDING THE ABOVE, Textly Inc.’S LIABILITY FOR BREACH OF ITS PRIVACY AND DATA PROTECTION OBLIGATIONS UNDER SECTION 5 – SHALL BE LIMITED TO THREE TIMES (3X) THE APPLICABLE LIABILITY CAP, PROVIDED HOWEVER, THAT A FINE OR CHARGE SET BY A REGULATORY AUTHORITY ACCORDING TO LAW FOR, OR DUE SOLELY TO, BREACH BY Textly Inc. OF DATA PROTECTION AND SECURITY OBLIGATIONS SHALL BE BORNE BY Textly Inc. REGARDLESS OF THE CAP ON LIABILITY.

10. Term, Termination and Suspension of Service

10.1. Term. This Agreement commences on the Effective Date and will remain in effect for so long as Customer has an applicable Order Form in effect, unless otherwise terminated in accordance with the provisions herein.

10.2. Termination. Either Textly Inc. or Customer may terminate this Agreement and any Order Form thereunder, if: (i) the other Party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

10.3. Effects of Termination. In any event of termination of this Agreement by either Party:

10.3.1. All rights granted hereunder shall immediately expire and any and all use and/or exploitation by Customer and/or on its behalf of the Services, and any part thereof, shall immediately cease and expire.

10.3.2. Textly Inc. shall provide Customer access to its account, at no additional fees, for a period of thirty (30) days following termination or expiration of the Agreement, so that Customer may export any stored data.

10.3.3. Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive the termination, including without limitation Section ‎4 (Consideration due for the period prior to termination), Section 5 (Privacy, with respect to the period prior to termination) and Sections 6 through 13 (inclusive).

10.4. Suspension of Service. Textly Inc. reserves the right to monitor the use of the Service for security and operational purposes. Textly Inc. may suspend or otherwise deny Customer’s or any other person’s access to or use of all or any part of the Services for security reasons if Textly Inc. believes, in its reasonable discretion, that any third party has gained unauthorized access to any portion of the Subscription Services using any credential issued by Textly Inc. to Customer or its End Users.

11. Confidentiality

11.1. For the purpose of this Agreement, “Confidential Information” means any non-public information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), that is designated in writing as confidential or if disclosed orally – is reduced to writing and titled as “confidential” within 15 days following the disclosure and sharing with the Receiving Party, or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Confidential Information shall include, but is not limited to, technological information such as know-how, software, data, programs, inventions, ideas, processes, formulas, developments, designs, materials, business information such as marketing and selling, budgets, prices and costs, information about the Disclosing Party’s employees, Affiliates, suppliers and customers, and trade secrets. Confidential Information does not include information that is: (i) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of breach or negligence by the Receiving Party; (ii) already known by the Receiving Party prior to its receipt from the Disclosing Party; (iii) independently developed at any time by the Receiving Party without use of or reference to Confidential Information; (iv) rightfully obtained by the Receiving Party from other unrestricted sources.

11.2. Protection of Confidential Information. All Confidential Information delivered, made available or otherwise acquired pursuant to this Agreement shall (i) not be copied, distributed, disseminated or made available in any way or form by Receiving Party without the prior written consent of the Disclosing Party; (ii) be maintained in confidence using the same degree of care that the Receiving Party takes to protect its own confidential information, but in no event less than reasonable care; (iii) may only be disclosed to those employees, contractors and/or service providers of Receiving Party who have a need to know in connection with purposes consistent with this Agreement, and who are bound by a written obligation of confidentiality no less restrictive as those set forth herein; and (iv) shall not be used by Receiving Party for any purpose, except for the purposes of this Agreement, without the prior written consent of the Disclosing Party. For the avoidance of doubt, Confidential Information including personal information collected through the use of the Services shall be used, collected, retained, processed and deleted in accordance with the provisions of Section 5 above.

11.3. Compelled Disclosure. If the Receiving Party is compelled by law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

11.4. Expiration. The provisions of this Section 12 shall survive the natural expiration or termination of this Agreement for any reason for a period of three (3) years or for seven (7) years following their disclosure, whichever is earlier.

12. Miscellaneous.

12.1. Entire Agreement. This Agreement, including all exhibits hereto and all applicable Order Forms, constitute the entire agreement between Customer and Textly Inc. with respect to the subject matter of this Agreement and supersede and replace any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement, including previous non-disclosure agreements between the Parties.

12.2. Assignment; Change of Control.

12.2.1. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party’s prior written consent, not to be unreasonably withheld; such consent shall not, however, be required, in connection with an assignment to an affiliate or a successor in interest in connection with any merger, consolidation, reorganization or restructuring, or the sale of substantially all of a Party’s assets as long as such successor or assignee of this Agreement agrees in writing to be bound by this Agreement and by the terms of any outstanding Order Form.

12.2.2. In any event of an assignment by a Party to this Agreement, or of any other form of Change of Control, the assigning Party or the Party undergoing a Change of control, as applicable, will notify the other Party in writing immediately upon the consummation of such event (“Assignment Notice“).

For the purpose hereof a “Change of Control” means that a Party has undergone a change of control transaction, such that the holders of the such Party’s outstanding stock capital, as of immediately prior to such transaction, owning less than 50% of the voting power of the surviving or resulting entity’s outstanding stock capital immediately after such transaction.

12.3. Governing Law and Jurisdiction. Notwithstanding anything to the contrary and to the fullest extent permissible by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in California, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court worldwide of competent jurisdiction.

12.4. Export Restrictions. Customer acknowledges and agrees that its use of the Services, and the use of the Services by End Users, is subject to compliance with United States and other applicable country export control and trade sanctions laws and regulations, including, without limitations the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury (“Export Control and Sanctions Laws”). Customer shall be solely responsible for complying with the Export Control and Sanctions Laws and monitoring any modifications to them. Customer represents and warrants that (i) Customer is not located in, operating from, established under the laws of, or otherwise ordinarily resident in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (the “Sanctioned Countries”); (ii) Customer is not identified on any list of prohibited or restricted parties (including, without limitation, the U.S. Treasury Department’s List of Specially Designated Nationals, the U.S. Department of Commerce’s Denied Persons List, Entity List, and Unverified List, and the U.S. Department of State’s proliferation-related lists) (a “Prohibited Person”); (iii) Customer is not otherwise the target of U.S. sanctions or U.S. trade restrictions; and (iv) Customer will not export, reexport, transfer, or allow access to the Services to any parties, including End Users, in Sanctioned Countries or Prohibited Persons or otherwise in violation of Export Control and Sanctions Laws.

Notwithstanding anything in this Agreement to the contrary, in the event that Customer fails to comply with any provision of this section of the Agreement or violates any Export Control and Sanctions Laws in connection with the Services, Textly Inc. shall have the right unilaterally to terminate this Agreement immediately or to take other appropriate action in accordance with the terms of this Agreement and as required by U.S. law. Further, Customer will fully indemnify and hold harmless Textly Inc. and its representatives against any claim, action, damages, fines, liabilities, expenses (including attorney’s fees and expenses), and costs relating in any way to Customer’s noncompliance with this section, including Customer’s violation or alleged violation of any Export Control and Sanctions Laws.

12.5. Other Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be delivered by courier, sent by registered letter, and shall be effective upon receipt or, if sent by email, upon proof of being sent. Any notice to either Party shall be sent to the contact information listed in the applicable Order Form. A copy of notices to Textly Inc. shall also be sent to legal@linguix.com

No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (i) constitute waiver of such term, condition or obligation; (ii) preclude such Party from requiring performance by the other Party at any later time; or (iii) be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

In any event of a conflict or inconsistency between the terms herein and the terms of the Order Form, the terms of the Order Form shall prevail. Any additional or conflicting terms contained in purchase orders issued by Customer with respect to the subject matter hereof are hereby expressly rejected and shall have no force or effect on the terms of this Agreement or any Order Form.

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.

Except for payment obligations, neither Textly Inc. nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party’s reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). Except to the extent required by applicable law, there are no third-party beneficiaries under this Agreement.