

# TERMS OF SERVICE

Last updated on **March 1, 2024**

[Previous Version of Terms](#)

PLEASE READ THESE TERMS OF SERVICE (THE “AGREEMENT”) CAREFULLY. THIS AGREEMENT CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER THAT HAS EXECUTED AN ORDER FORM (“CUSTOMER”) AND LEGALICITY LTD. D/B/A NLPATENT (“NLPATENT”). THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT GOVERN CUSTOMER’S ACCESS TO AND USE OF THE SERVICES.

EXCEPT WHERE AN ORDER FORM EXPRESSLY STATES OTHERWISE, BY ENTERING INTO AN ORDER FORM WITH NLPATENT, ACCESSING THE SERVICES (INCLUDING THE WEBSITE USED TO PROVIDE THE SERVICES), OR OTHERWISE USING THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT (TOGETHER WITH ANY APPENDICES, EXHIBITS, LINKED DOCUMENTS AND ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE THEREIN), AS REVISED FROM TIME TO TIME. IF CUSTOMER DOES NOT ACCEPT THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE THE SERVICES. IF CUSTOMER IS DISSATISFIED WITH THIS AGREEMENT OR ANY OTHER TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SERVICES, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS TO AND USE OF THE SERVICES.

CUSTOMER REPRESENTS THAT IT HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE SERVICES ON BEHALF OF AN ORGANIZATION, CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND THAT ORGANIZATION TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, IN WHICH CASE “CUSTOMER” WILL REFER TO SUCH ORGANIZATION. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE THE SERVICES.

CUSTOMER ACKNOWLEDGES THE NLPATENT PRIVACY POLICY (THE “PRIVACY POLICY”) LOCATED [HERE](#), AS REVISED FROM TIME TO TIME, AND CUSTOMER CONSENTS AND AGREES TO NLPATENT’S COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION AS DESCRIBED IN THE PRIVACY POLICY.

**CUSTOMER FURTHER ACKNOWLEDGES THAT NO CONTENT OR FUNCTIONALITY OF THE SERVICES IS TO BE INTERPRETED OR USED AS LEGAL ADVICE AND NO SOLICITOR-CLIENT RELATIONSHIP IS FORMED BETWEEN NLPATENT AND CUSTOMER. CUSTOMER EXPLICITLY ACCESSES THE SERVICES AT ITS OWN RISK.**

This Agreement is entered into and effective on the earlier of the date Customer: (a) enters into an Order Form with NLPatent; (b) uses or accesses the Services; and (c) registers a User account to use the Services (collectively, the “Effective Date”). This Agreement includes and incorporates the terms and conditions of the Order Form entered into between the parties.

## **1. DEFINITIONS**

- 1.1. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. "Customer Data" means any data, information, content, records, and files that Customer (or any of its Users) loads, receives through, transmits to or enters into the Services.
- 1.3. "Deliverables" means any deliverables, work product, models, content, search results, reports, information or other materials provided by NLPatent in the provision of Professional Services.
- 1.4. "Intellectual Property" means anything that is or may be protected by any Intellectual Property Right including, without limitation, works, works of authorship, performances, discoveries, inventions, trademarks (including trade names and service marks), domain names, industrial designs, trade secrets, data, tools, templates, hardware, systems, programs, applications, software in any expressed form (including software in executable code, object code and source code format), software architecture, technical information, technology, databases, compilations, methods, processes, techniques, designs, improvements, developments, innovations, discoveries, concepts, ideas, know-how, samples, models, algorithms, machine learning code, documentation, documents or any other information, data or materials and the expression of the foregoing, Confidential Information as applicable, mask work and integrated circuit topographies.
- 1.5. "Intellectual Property Rights" means any and all current and future worldwide intellectual and industrial property rights, whether registered or unregistered, including, without limitation, all patent rights, copyrights, trademark rights, rights in computer software, rights in database, moral rights, and rights in confidential information (including trade secrets and know-how);
- 1.6. "Order Form" means an ordering document, an order placed directly with a NLPatent representative (e.g., by email) or an online order specifying the Services to be provided hereunder that is entered into between Customer and NLPatent, including any addenda and supplements thereto.
- 1.7. "User" means an individual who is authorized by Customer to use a Service, for whom Customer has ordered the Service, and to whom Customer (or NLPatent at Customer's request) has supplied a user identification and password. Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

## **2. THE SERVICES**

- 2.1. Services and Order Forms. Subject to and conditioned on Customer's payment of the fees set out in an applicable Order Form and compliance with all other terms and conditions of this Agreement, during the Term NLPatent will (a) make NLPatent's proprietary software-as-a-service intellectual property search and research platform available to Customer (the "Subscription Services"); (b) provide technical support and maintenance relating to the Services (the "Support Services"); and (c) provide any development, integration, implementation, training and other professional services,

including provision of Deliverables (the “Professional Services”); and (d) any other products and services; as set out in the applicable Order Form (subclauses (a), (b), (c) and (d) collectively referred to as the “Services”). Each Order Form is automatically deemed to include all the terms and provisions of this Agreement. In the event of a conflict between this Agreement and an applicable Order Form, the Order Form shall take precedence only for the purposes of that specific Order Form and the provisions of this Agreement are otherwise not amended, modified, cancelled, waived or released.

- 2.2. Provision of Services. NLPatent hereby grants to Customer a non-exclusive non-transferable (except in compliance with Section 10.4) right to access and use the Services during the Term, solely for use by Users, as the case may be, in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Where applicable, NLPatent shall provide to Customer the necessary passwords and account information to allow Customer to access the Services.
- 2.3. Suspension. Notwithstanding anything to the contrary in this Agreement, NLPatent may temporarily suspend Customer’s and any User’s access to any portion or all of the Services if: (a) NLPatent reasonably determines that (A) there is a threat or attack on any of the Services, or the underlying systems, hardware and software used to provide the Services, (B) Customer’s or any User’s use of the Services disrupts or poses a security risk to NLPatent or to any other customer or vendor of NLPatent, (C) Customer, or any User, is using the Services for fraudulent or illegal activities, (D) subject to applicable laws, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) NLPatent’s provision of the Services to Customer or any User is prohibited by applicable law; (b) any vendor or subcontractor of NLPatent has suspended or terminated NLPatent’s access to or use of any third-party services or products required to enable Customer to access the Services; (c) NLPatent is performing scheduled or emergency maintenance on the Services; or (d) in accordance with Section 4.4 (any such suspension described in subsections (a), (b), (c) or (d), a “Service Suspension”). NLPatent shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. NLPatent shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. NLPatent will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.
- 2.4. Beta Services. From time to time, NLPatent, at its sole discretion, may invite one or more Users to try services, features and functionality that are designated as beta, limited release, developer preview, non-production, evaluation or a description of similar import (“Beta Services”) at no charge. Customer may accept or decline any such invitation for Beta Services in Customer’s sole discretion. Beta Services are for evaluation purposes and not for production use, are not considered “Services” under this Agreement, will not be subject to any support or maintenance services from NLPatent, and may be subject to additional terms. NLPatent may discontinue Beta Services at any time in NLPatent’s sole discretion and may or may not make them generally available. NLPatent will have no liability or indemnification obligations for any for any claims, loss, harm or damage arising out of or in connection with a Beta Service.
- 2.5. Modifications. NLPatent may, at its discretion and without notice to Customer, modify the Services from time to time. Customer is required to accept all patches, bug fixes and

updates made by or on behalf of NLPatent to the Services. NLPatent will use commercially reasonable efforts to notify Customer in advance of any updates or modifications to the Services that are material, other than those updates or modifications that enhance or extend any features or functionality of the Services.

- 2.6. Subcontracting. From time to time, NLPatent may use subcontractors selected by NLPatent at its sole discretion to perform any of the Services under this Agreement or an applicable Order Form. NLPatent's use of a subcontractor shall not release NLPatent from any duty or liability to fulfill its obligations under this Agreement or an applicable Order Form.
- 2.7. Third-Party Products. Subject to Section 5.3, NLPatent may from time to time make third-party products and services available for use in conjunction with the Services, as further detailed in an applicable Order Form (the "Third-Party Products"). Customer acknowledges that NLPatent makes no representations or warranties with respect to, nor does it guarantee or endorse, any Third-Party Products. NLPatent does not guarantee the continued availability of any Third-Party Products, and NLPatent may disable use of a Third-Party Product in conjunction with the Services at its sole discretion without notice to Customer. All Third-Party Products are subject to their own terms and conditions, as further set out in an applicable Order Form. Unless caused by NLPatent's gross negligence or willful misconduct in the provision of the Services, NLPatent expressly disclaims responsibility and liability and any indemnification obligations relating to or incurred as a result of Customer's use of Third-Party Products.

### **3. CUSTOMER DATA AND CUSTOMER RESPONSIBILITIES**

- 3.1. Users. Upon Customer's request, NLPatent will issue one or more user accounts (each a "Customer User Account") to Customer for use by Customer and its Users of the Services. Customer will ensure that Users only use the Service through their Customer User Account. Customer will not allow any Users to share its specific Customer User Account with any other person, including other Users not permitted.
- 3.2. Customer Data. Customer retains all ownership and intellectual property rights in and to Customer Data. Customer grants to NLPatent a nonexclusive, worldwide, royalty-free, irrevocable, fully paid-up right to use, process, access, display and transmit Customer Data and perform all acts with respect to Customer Data as may be necessary for NLPatent: (a) to provide the Services; (b) to develop the Usage Data (as hereinafter defined). NLPatent may monitor, collect, compile and analyze metadata and usage statistics relating to the provision, use and performance of the Services and related systems and technologies, including, without limitation, information concerning Customer Data and data derived therefrom (collectively, the "Usage Data"), and during and after the Term, NLPatent may use the Usage Data in aggregated or other de-identified form to optimize, benchmark, improve, train and enhance the Services and for other development, diagnostic, corrective and promotional purposes in connection with the Services and other NLPatent offerings, provided that the Usage Data shall not identify Customer or include any Customer Data in identifiable form.
- 3.3. Personal Information and Non-Infringement. Customer represents and warrants to, and covenants with NLPatent that to the extent Customer Data includes personal information about an identifiable individual ("Personal Information"), the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each User), obtained all applicable third party consents and

permissions and otherwise has all authority, in each case as required by applicable laws, to enable NLPatent to provide the Services, including with respect to the collection, storage, access, use, disclosure and transmission of Personal Information, including by or to NLPatent and to or from all applicable third parties. Customer further represents and warrants that the Customer Data does not infringe, violate or misappropriate any third-party intellectual property or privacy rights, or any other rights granted under applicable laws.

- 3.4. Customer Responsibilities. Customer will (a) be responsible for making Users aware of this Agreement's provisions as applicable to such Users' use of the Services and shall cause Users to comply with such provisions; (b) be responsible for Users' compliance with this Agreement and all acts or omissions of Users such that any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer, (c) be responsible for the accuracy, quality, completeness and legality of Customer Data and the means by which Customer acquires the Customer Data provided to Us, (d) be the sole owner of the Customer Data or be responsible for obtaining, to the extent applicable, the necessary and required consents, licenses, permits, permissions, releases, clearances and rights to use, display, process, share, post, upload and transfer the Customer Data under this Agreement, (e) use commercially reasonable efforts to ensure the Customer Data does not contain any virus, Trojan horse, worm, or other software, script or code, the effect of which is to permit unauthorized access to, or to alter, disable, encrypt, erase, or otherwise harm, any computer, systems, software or data, and (f) use Services only in accordance with the terms and conditions of this Agreement and applicable laws and government regulations.
- 3.5. Use Restrictions. Customer will not, and will ensure Users do not (a) make any Services or Deliverables available to, or use any Service for the benefit of, anyone other than Customer or, where Customer is using any Services or deliverables in satisfaction of its professional service obligations to Customer's clients, such clients, (b) sell, resell, license, sublicense, distribute, publish, transfer, rent or lease any Service, or include any Services or Deliverables in an outsourcing offering, (c) frame or mirror any part of the Services, or otherwise incorporate of the Services or Deliverables into any other product or service; (d) attempt to harm or impair in any way the functioning of any part of any Service or Deliverables, (e) remove any proprietary notices from any Services or Deliverables, (f) use the Services or Deliverables for any fraudulent or otherwise illegal purpose in violation of any applicable law or regulations, (g) copy, modify, reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive, gain access or use any other means to discover the architecture or algorithms of the Services or Deliverables, in whole or in part, for any purpose, including to create derivative works of the Services or Deliverables or create a competing product or service to the Services, (h) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (i) attempt to gain unauthorized access to or perform penetration or other security testing on the Services, Deliverables or its related systems or networks, (j) permit direct or indirect access to or use of the Services or Deliverables in a way that circumvents a contractual usage limit, to the extent applicable, (k) copy the Services or any part, feature, function or user interface thereof, or (l) interfere with any other party's use and enjoyment of the Services.

#### **4. FEES AND PAYMENT FOR SERVICES**

- 4.1. Purchase Options. Services are purchased as term-based subscriptions. NLPatent reserves the right in NLPatent's sole discretion to add or remove purchase options at any time, provided, however, that NLPatent will not alter any purchase option provided in a nonexpired Order Form without Customer's written consent.
- 4.2. Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services purchased, (b) orders are noncancelable and fees paid are non-refundable, and (c) to the extent applicable, quantities purchased cannot be decreased during the relevant subscription term. NLPatent reserves the right, at its sole discretion, to increase fees for the Services provided to Customer on an annual basis by an amount equal to five (5%) percent of the previous year's fees for the same or substantially similar services, unless otherwise agreed to by the parties.
- 4.3. Payment. Customer will be invoiced and/or will provide NLPatent with valid and updated credit card information to process payment of fees under an applicable Order Form. If Customer provides credit card information, Customer hereby authorizes NLPatent to charge such credit card for all Services listed in the Order Form for the Term as set forth in Section 9.1. Such charges or invoices shall be made or issued annually or in accordance with any different billing frequency stated in the applicable Order Form. Any invoice issued to Customer shall be paid within thirty (30) days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to NLPatent and notifying NLPatent of any changes to such information, including providing updated valid credit card information thirty (30) days prior to the expiry of any credit card information previously provided to NLPatent by Customer.
- 4.4. Overdue Payments. If Customer fails to make any payment when due, without limiting NLPatent's other rights and remedies: (a) NLPatent may charge interest on the past due amount at the rate of 1.5 percent (1.5%) per month or, if lower, the maximum amount permitted under applicable laws; (b) Customer shall reimburse NLPatent for all reasonable costs incurred by NLPatent in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (c) if such failure continues for twenty (20) days or more, NLPatent may: (i) suspend Customer's and its Users' access to any portion or all of the Services until such amounts are paid in full; or (ii) accelerate Customer's unpaid fee obligations under such Order Forms so that all such obligations become immediately due and payable.
- 4.5. Payment Disputes. NLPatent will not exercise NLPatent's rights under Section 4.4 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6. Taxes. NLPatent's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, 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, other than any taxes imposed on NLPatent's income.
- 4.7. Future Functionality. Customer agrees that Customer's purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by NLPatent regarding future functionality or features relating to the Services.

## **5. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY**

- 5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, NLPatent and its licensors reserve all right, title and interest in and to the Services, including all related Intellectual Property Rights. With respect to Third-Party Products, the applicable third-party providers own all right, title and interest, including all Intellectual Property Rights, in and to the Third-Party Products. No rights are granted to Customer hereunder other than the right to use the Services as expressly set forth herein.
- 5.2. Ownership. Customer acknowledges and agrees that this Agreement describes a contract for services and not for goods or products, and that NLPatent retains exclusive ownership of all Intellectual Property Rights in and to the Services, the Deliverables, any improvements, enhancements, updates or modifications to the Services and Deliverables and any and all Intellectual Property used to provide the Services and the Deliverables (or parts thereof). For greater clarity, NLPatent's ownership rights extend to the Deliverables and anything developed or delivered by or on behalf of NLPatent under this Agreement and any and all improvements, modifications, enhancements to and derivative works of the Services (or parts thereof) developed in the course of Customer's use of the Services, whether based on Feedback provided by Customer or a User, Usage Data or otherwise. To the extent applicable, Customer assigns and transfers and agrees to assign and transfer and cause any employee, affiliate or contractor to assign and transfer to NLPatent all such right, title and interest, worldwide, including all Intellectual Property Rights, in any Deliverables, and Customer shall unequivocally waive, and shall cause each of its employees, affiliates and contractors to unequivocally waive, any moral rights in and to the works comprised in such Deliverables. During the Term of this Agreement, NLPatent grants to Customer a limited, royalty-free, revocable, non-exclusive, non-transferable (except in compliance with Section 10.4), worldwide license to use and access the Deliverables solely in connection with use of and access to the Services.
- 5.3. Patent Content.
- (a) By way of the Services, NLPatent may provide Customers and Users with publicly available information relating to certain intellectual property, such as issued patents, published patent applications, and non-patent literature (e.g., scientific journal articles) (collectively, the "Patent Content"). Unless otherwise indicated, NLPatent does not claim ownership of any such Patent Content. NLPatent uses proprietary algorithms that direct Users to Patent Content that may be hosted on third-party websites and tools, such as online patent databases like Google Patents. The author(s) and/or publisher(s) of this third-party Patent Content retain all the Intellectual Property Rights associated with the Patent Content. None of NLPatent, Customer or any User acquires any Intellectual Property Rights in any of the Patent Content, including Patent Content hosted on third-party websites.
  - (b) NLPatent, through the Services, strives to provide Customer with access to a wide variety of Patent Content through third-party providers. However, given the vast amounts of Patent Content available globally and various technical and operational limitations, NLPatent make no guarantees about the completeness, accuracy or scope of the Patent Content available through the Services at any given point in time and, furthermore, NLPatent makes no representation or warranty as to the completeness of the Patent Content for any particular purpose or objective that a Customer may have. All Patent Content is provided as-is without warranty.
  - (c) For greater certainty, Patent Content is considered a Third-Party Product under this Agreement, and Customer acknowledges and agrees to same.

- 5.4. Know-How. With the exception of Customer's Confidential Information and Customer Data in identifiable form, NLPatent and its personnel may use and disclose their general skills, knowledge, experience and know-how, including, without limitation, general processes, learnings, concepts, methods, methodologies, techniques, ideas and other residual information gained or learned in the provision of the Services and the Deliverables. Nothing herein shall prevent NLPatent from creating, developing, providing services or products which are the same or materially the same as the Deliverables or anything developed pursuant to this Agreement or an applicable Order Form for itself or for any third-party, provided that it does not incorporate or reference any Customer Confidential Information or Customer Data.
- 5.5. Feedback. At Customer's option, Customer and its Users may provide feedback, suggestions, recommendations, and corrections to NLPatent about the Services and other NLPatent products and services or otherwise in connection the Agreement, including by responding to surveys and questionnaires ("Feedback"). Customer grants to NLPatent and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use the Feedback without restriction and without obligation to Customer or any specific User, including to incorporate the Feedback into the Services and NLPatent's other products and services.

## **6. DISCLAIMER**

NLPATENT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, FREE OF HARMFUL CODE OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND EXCEPT AS SPECIFICALLY PROVIDED FOR OTHERWISE UNDER THIS AGREEMENT, THE SERVICES (OR ANY PART THEREOF), THE DELIVERABLES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY NLPATENT TO CUSTOMER ARE PROVIDED "AS IS" AND "AS AVAILABLE". NLPATENT HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, NLPATENT EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES (OR ANY PART THEREOF) OR THE DELIVERABLES IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

## **7. CONFIDENTIALITY**

- 7.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should



be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data; NLPatent's Confidential Information includes the Services, the Deliverables and any Intellectual Property used to provide same; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party or any other party, or (iv) was independently developed by the Receiving Party.

- 7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes of performing under this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates solely as needed to perform its obligations under this Agreement, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 7.2.
- 7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil or administrative proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 7.4. Remedies. The Receiving Party agrees that the Disclosing Party may be irreparably injured by a breach of this Agreement and that the Disclosing Party may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

## **8. INDEMNITY AND LIMITATION OF LIABILITY**

### **8.1. NLPatent Indemnification.**

- (a) NLPatent shall indemnify, defend, and hold harmless Customer from and against liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with any third-party claim, suit, action, or proceeding that the Services or Deliverables, or any use of the Services and Deliverables in accordance with this Agreement, infringes, violates or misappropriates such third party's Canadian Intellectual Property Rights.
- (b) If such a claim is made or appears possible, Customer agrees to permit NLPatent, at its sole discretion, to (i) modify or replace the Services or Deliverables, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If NLPatent determines that neither alternative is reasonably available, NLPatent may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
- (c) This Section 8.1 will not apply to the extent that the alleged infringement arises from:
  - (i) use of the Services or Deliverables in combination with data, software, hardware, equipment, or technology not provided by NLPatent or authorized by NLPatent in writing;
  - (ii) modifications to the Services or Deliverables not made by NLPatent;
  - (iii) Customer Data; or
  - (iv) Third-Party Products.
- (d) THIS SECTION 8.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND NLPATENT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR THE DELIVERABLES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8.2. Customer Indemnification. Customer will defend, indemnify and hold harmless NLPatent, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all third party (including Users) liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (a) Customer's breach of any of Customer's obligations, representations or warranties under this Agreement; (b) use of the Services (or any part thereof) by Customer or any User in combination with any third party software, application or service; (c) any claim or allegation that the Customer Data, or use thereof by NLPatent, infringes, misappropriates or violates a third party's Intellectual Property Rights or privacy rights; (d) Customer's, or any User's, gross negligence, willful misconduct or violation of applicable laws. Customer will fully cooperate with NLPatent in the defense of any claim defended by Customer pursuant to its indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of NLPatent.

8.3. Indemnification Procedures. The indemnity obligations set out in Sections 8.1 and 8.2 are subject to the following: (i) the indemnified party will promptly notify the indemnifying party in writing of the applicable claim; (ii) the indemnifying party will have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability); and (iii) the indemnified party will cooperate fully to the extent necessary, and execute all documents necessary for the defense of such claim.

8.4. Limitation of Liability.

- (a) NLPatent, its directors, officers, employees, shareholders and/or personnel, will not be liable under or in connection with this Agreement or any applicable Order Forms under any legal or equitable theory, including breach of contract, tort (including negligence), indemnity, strict liability or otherwise, for any: (i) consequential, incidental, indirect, exemplary, special, aggravated, or punitive damages; (ii) increased costs, diminution in value, or lost business, production, revenues, or profits; (iii) loss of goodwill or reputation; (iv) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (v) cost of replacement goods or services, in each case regardless of whether Customer was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable and even if direct damages do not satisfy a remedy.
- (b) NLPatent, its directors', officers', employees', shareholders' and/or personnel's, total aggregate liability for damages under this Agreement, under any legal or equitable theory, including breach of contract, tort (including negligence), indemnity, strict liability or otherwise will not in any event exceed direct damages equal to the amount paid by Customer pursuant to this Agreement in the six (6) month period preceding the event giving rise to the claim.

## **9. TERM AND TERMINATION**

- 9.1. Term. This Agreement commences on the Effective Date and shall continue for the initial term set out in the applicable Order Form (the "Initial Term"). To the extent applicable, this Agreement will renew in accordance with the renewal provision set out in the applicable Order Form (each a "Renewal Term" and together with the Initial Term, the "Term").
- 9.2. Termination for Cause. A party may terminate this Agreement for cause (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 9.3. Termination by NLPatent. NLPatent may terminate this Agreement, effective on written notice to Customer, if Customer: (a) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after NLPatent's delivery of written notice thereof; or (b) breaches any of its obligations under Sections 3.3, 3.4, 3.5 or Article 7.
- 9.4. Effect of Termination. Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the Services and Deliverables, and, without limiting Customer's obligations under Article 7, Customer shall delete, destroy or return all copies of NLPatent Confidential Information within its possession and certify in writing to NLPatent that the NLPatent Confidential Information has been deleted or destroyed. If this Agreement is terminated by Customer for cause in accordance with Section 9.2, NLPatent will refund Customer any prepaid fees covering the remainder of the Term specified in the applicable Order Form. If this Agreement is terminated by NLPatent in accordance with Sections 9.2 or 9.3, Customer will pay any unpaid fees covering the remainder of the Term of all Order Forms. In no event will termination or expiration of this Agreement relieve Customer of Customer's obligation to pay any fees payable to NLPatent for the period prior to the effective date of termination.
- 9.5. Retain Customer Data. Customer authorizes NLPatent to retain Customer Data for thirty (30) days after any termination or expiration of this Agreement. Notwithstanding the

foregoing, following any such termination or expiration NLPatent has no obligation to maintain Customer Data and have the right to delete or destroy all copies of Customer Data in NLPatent's systems or otherwise in NLPatent's possession or control, unless legally prohibited from doing so.

## **10. GENERAL PROVISIONS**

- 10.1. Notices. Customer should direct all notices under this Agreement to Legality Ltd., 127 Priscilla Avenue, Toronto, ON, Canada, M6S 3W4; Attn: Stephanie Curcio, Chief Executive Officer. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer in an applicable Order Form. All other notices to Customer shall be addressed to the relevant services system administrator designated by Customer.
- 10.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall be sufficient for notices of termination or an indemnifiable claim).
- 10.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- 10.4. Assignment. Customer will not assign this Agreement to any third party without NLPatent's prior written consent. NLPatent may assign this Agreement or any rights under this Agreement to any third party without Customer's consent. Any assignment in violation of this Section 10.4 will be void. This Agreement will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.
- 10.5. Relationship of Parties. In all matters relating to this Agreement, Customer and NLPatent are independent contractors of each other and nothing will be construed to create any association, partnership, joint venture, or relationship of agency or employment between Customer and NLPatent.
- 10.6. Publicity. Customer authorizes NLPatent to include Customer's name in any client or subscriber list; however, NLPatent will not use Customer's name and/or trademarks for marketing and publicity on its website, in marketing materials and/or in press releases, without Customer's prior written consent.
- 10.7. Excusable Delays. Should NLPatent incur any delay in the provision of the Services resulting from any errors, defects or other problems contained in the information, materials or instructions provided to it by Customer, NLPatent shall be excused from performance during the period of such delay and Customer shall remain liable for any fees incurred during such delay.
- 10.8. Force Majeure. Neither party shall be liable to the other for a failure or delay in the performance of any obligation under this Agreement if such failure or delay is caused by an event beyond a party's reasonable control, including, but not limited to, any fire, flood,

earthquake or other natural disaster, power, telecommunication or internet failure or outage, act of God, epidemic, pandemic or public health emergency, lockdown, labour stoppage, dispute or slowdown, other industrial disturbances, war, terrorism, invasion, riot or other civil unrest, or passage of law or any action taken by a government taken by a public authority, including imposing an embargo (a "Force Majeure Event"), provided that such party gives prompt written notice of the Force Majeure Event to the other party and resumes performance of its obligations as soon as possible. Either party may terminate this Agreement without penalty if such delay due to a Force Majeure Event continues for a period of ninety (90) days without cure.

- 10.9. Survival. The following sections shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9.4 (Refund or Payment Upon Termination), and Section 10.
- 10.10. Severability. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 10.11. Waiver. A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.
- 10.12. Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 10.13. Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 10.14. Amendment. The "last updated" legend above indicates when this Agreement was last amended. NLPatent may unilaterally amend all or any part of this Agreement at any time by updating this Agreement at its Terms and Conditions URL located at [https://public.nlpatent.com/terms-of-service/NLPatent\\_Terms\\_of\\_Service.pdf](https://public.nlpatent.com/terms-of-service/NLPatent_Terms_of_Service.pdf). NLPatent will provide Customer with notice of the proposed amendments by posting an amended version of this Agreement with a new version date. NLPatent will include a link to the previous version of this Agreement beneath the new version date. The amendments will take effect thirty (30) days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply. If Customer disagrees with any amendments, Customer may refuse the amendments and cease using the Services and Deliverables within the 30-day notice period. There will be no cost or penalty for doing so. If Customer continues to access or use the Services and the Deliverables after the 30-day period, Customer thereby agrees to the amended Terms. Customer agrees to review this Agreement regularly to determine its rights and responsibilities.

- 10.15. Entire Agreement. Unless otherwise set out in an applicable Order Form, this Agreement, together with an applicable Order Form, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.
- 10.16. English Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.