

Layer 9 Terms of Service

Last Updated: December 18, 2025

Welcome to Layer 9! These Terms of Service (these “**Terms**”) apply to our websites, microsites, mobile versions of these websites (collectively, the “**Sites**”) and the Solutions (as defined below) that expressly adopt and display or link to these Terms and that are owned, operated or controlled by Layer 9 Networks, Inc. (“**Layer 9**” or “**we**”). We make available and provide the Services (as defined below) to you subject to these Terms. Please read these Terms carefully. By visiting or using our Sites, registering with or creating an account on or with our Services, downloading, installing, or using a Solution with a link to these Terms, or buying or using any other Solution (including but not limited to using our Layer 9 Solution (as defined below)) you agree to accept and be bound by these Terms, which may be modified from time to time, and our updated privacy policy at layer9.com/privacy-policy (“**Privacy Policy**”) which may also be modified from time to time.

THESE TERMS, TOGETHER WITH ANY ORDER FORM(S) AND/OR SOW(S) (EACH, AS DEFINED BELOW), CONSTITUTE THE “**AGREEMENT.**” THE AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF THE DATE OF YOUR FIRST VISIT TO LAYER 9’S WEBSITE OR THE ORDER FORM EFFECTIVE DATE (AS DEFINED AND SET FORTH IN THE ORDER FORM). CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE APPLICABLE ORDER FORM OR SOW. BY BROWSING THE SITES, EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE AND/OR OTHERWISE USING THE SERVICES, THE INDIVIDUAL OR ENTITY OBTAINING THE RIGHT TO ACCESS SUCH SERVICES (“**CUSTOMER**” or “**YOU**”) IS AGREEING TO BE BOUND BY AND IS A PARTY TO THIS AGREEMENT. IF THESE TERMS ARE INCONSISTENT WITH ANY ORDER FORM, SOW OR OTHER AGREEMENT SIGNED OR ACCEPTED BY YOU AND LAYER 9, IF ANY, SUCH ORDER FORM, SOW OR OTHER AGREEMENT SHALL CONTROL AND SUPERSEDE THESE TERMS WITH RESPECT TO THE SUBJECT MATTER OF SUCH ORDER FORM, SOW OR OTHER AGREEMENT.

BY BROWSING THE WEBSITE AS A USER AND/OR BY COMPLETING THE REGISTRATION PROCESS, BECOMING A CUSTOMER (WHETHER UNDER A FREE TIER PERIOD, A PILOT PERIOD, OR UNDER A PAID SUBSCRIPTION), OR SIGNING AN ORDER FORM OR SOW, YOU REPRESENT THAT WHETHER YOU ARE A USER OR CUSTOMER (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (B) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH LAYER 9, AND (C) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS. IF THE INDIVIDUAL SIGNING AN ORDER FORM OR SOW FOR CUSTOMER IS SIGNING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH

INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.** CERTAIN ASPECTS OF THE SERVICES ARE PROVIDED WITH OR OTHERWISE COMPATIBLE WITH CERTAIN SERVICES OWNED OR CONTROLLED BY THIRD PARTIES. YOUR USE OF THOSE THIRD-PARTY SERVICES WILL BE GOVERNED BY THOSE LICENSES, AND NOT THIS AGREEMENT. WE MAY AT OUR SOLE DISCRETION CHANGE, ADD, OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME ON A GOING-FORWARD BASIS. IT IS YOUR RESPONSIBILITY TO CHECK THIS AGREEMENT FOR CHANGES PRIOR TO USE OF THE SERVICES, AND IN ANY EVENT YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF CHANGES TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF ANY CHANGES. WE WILL NOTIFY YOU OF ANY SUCH MATERIAL CHANGES BY POSTING NOTICE OF THE CHANGES ON THE SERVICES, AND/OR, IN OUR SOLE DISCRETION, BY EMAIL. WHEN CHANGES ARE MADE, LAYER 9 WILL MAKE A NEW COPY OF THESE TERMS AVAILABLE AT ITS WEBSITE AND WE WILL ALSO UPDATE THE “LAST UPDATED” DATE AT THE TOP OF THESE TERMS. YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR OF LAYER 9, EXCEPT WITH LAYER 9’S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in the applicable Order Form or SOW, this Section 1 (Definitions), or in the section where they are first used.

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Solutions.

1.2 “Applicable Data Protection Laws” means any applicable US state laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, Processing or transfer of Personal Data.

1.3 “Authorized User” means each of Customer’s employees, agents, and independent contractors who are authorized to access the Solutions pursuant to Customer’s rights under this Agreement.

1.4 “Customer Content” means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Solutions, including any content or information relating to a Monitored Subscriber.

1.5 “Documentation” means the technical materials provided by Layer 9 to Customer, if any, in hard copy or electronic form describing the specifications, features, functions, use and/or operation of the Solutions.

1.6 “Free Tier” means the use of the Solutions for free that is exclusively available to Customers with less than 1000 Monitored Subscribers pursuant and subject to this Agreement.

1.7 “Free Tier Period” means the period of time set forth in the applicable Order Form or SOW during which access to the Solutions are made available free of charge as contemplated by Section 2.3 (Free Tier Period).

1.8 “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.9 “Layer 9 Solution” means the subscription based artificial intelligence (“AI”) network engineering tools and software developed and offered by Layer 9 that autonomously maintain and repair internet service provider (ISP) networks, integrating with proprietary operational support systems (OSS) and business support systems (BSS) to provide a universal, natural language interface that simplifies operations and enables interoperability.

1.10 “Licensed Material” means results, reports, materials and documentation made available to Customer as part of the Solutions.

1.11 “Monitored Subscriber” means such Subscribers as to whom Layer 9 has determined should be Monitored and accessible via the Layer 9 Solution.

1.12 “Monitoring” (including “Monitor”, “Monitors”, “Monitored” and other variants of the term) means the Layer 9 Solution accesses and processes the status of the internet connection or other related information of a Subscriber.

1.13 “Order Form” means an order form for Solutions that is signed by both parties and references this Agreement.

1.14 “Personal Data” means any Customer Content, whether in electronic or paper-based form that constitutes “personal data,” “personal information,” or “personally identifiable information” or similar information governed by Applicable Data Protection Laws. For clarity, Personal Data does not include information pertaining to Customer’s business contacts and/or representatives who are Customer personnel where Layer 9 has determined what information to collect and for what purposes.

1.15 “Pilot Period” means the period of time set forth in the applicable Order Form or SOW during which access to the Solutions is provided at no material charge for a trial or evaluation as contemplated by Section 2.4 (Free Tier Period Further Terms and Pilot Period).

1.16 “Processing” (including “Process”, “Processes”, “Processed”, and other variants of the term) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, collation, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, interpretation, compilation, aggregation, use, disclosure by transmission, dissemination, viewing, copying, deleting, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

1.17 “Professional Services” means professional services provided by Layer 9 to Customer as described in any Order Form (as may be further elaborated in any SOW (as defined below)), including services relating to the Layer 9 Solution and support, implementation, training, and on-boarding thereof.

1.18 “Services” means, collectively, the Sites and Solutions.

1.19 “Solutions” means any desktop/online/cloud-based and mobile applications, software and services provided by Layer 9 to Customer under this Agreement as set forth in an Order Form or SOW, including, but not limited to, a subscription to the Layer 9 Solution and any Professional Services, and including all application programming interfaces used in connection therewith.

1.20 “Solutions Commencement Date” means (a) the date on which Layer 9 begins providing the Solutions to Customer pursuant to a paid subscription, as set forth in the applicable Order Form or SOW, (b) the date of conversion of a Free Tier Period into a Subscription Term as contemplated by Section 2.3.2 (Upgrading to Subscription Term) or Section 2.3.3 (End of the Free Tier Period), or (c) the date of conversion of a Pilot Period into a Subscription Term as contemplated by Section 2.4 (Free Tier Period Further Terms and Pilot Period).

1.21 “Subscriber” means a historical, present or future customer or client of Customer.

1.22 “Subscription Term” means the period beginning on the Solutions Commencement Date during which Layer 9 provides the Solutions as set forth in the Order Form or SOW and as contemplated by this Agreement and ending as set forth in Section 12.2 (Agreement Term).

2. PROVISION OF SERVICES.

2.1 Access. Subject to Customer’s payment of the fees set forth in the Order Form or SOW as applicable (“Fees”), Layer 9 will provide Customer with access to applicable Solutions. On or as soon as reasonably practicable after the Solutions Commencement Date, Layer 9 will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Solutions in accordance with the Access Protocols; provided that Customer shall be responsible

for obtaining and maintaining any equipment, accounts, networks, and ancillary services needed to connect to, access or otherwise use the Solutions, including, without limitation, its own accounts, modems, hardware, servers, devices, internal software, operating systems, internet connectivity, web servers, etc. (collectively, “**Equipment**”). Customer acknowledges that access to or use of some or all of the Solutions may be prevented, interrupted, or otherwise blocked by firewalls, cyber-security software, internet accessibility settings or other features, functionalities, incompatibilities, or configurations relating to Customer’s Equipment, and Layer 9 has no responsibility to any party with respect thereto.

2.2 Support Services. Subject to the terms and conditions of this Agreement, Layer 9 will exercise commercially reasonable efforts to keep the Solutions operational and available to Customer, in accordance with its then-current standard policies and procedures. Notwithstanding the foregoing, this Agreement does not entitle Customer or any Authorized User to any support for the Solutions, and any support provided by Layer 9 in relation to the Solutions is provided solely at the discretion of Layer 9, without any warranty of any kind.

2.3 Free Tier Period. Only new Layer 9 customers with less than 1000 Monitored Subscribers are eligible to participate in a Free Tier. If Customer is eligible for a Free Tier for any of the Solutions, (a) Customer expressly acknowledges and agrees that the no-fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein, and (b) Layer 9 will make such Solutions available to Customer for the Free Tier Period solely pursuant to (i) the preamble to these Terms and Sections 1 (as applicable), 2, 3, 5, 8, 9, 10 and 12 hereof, and (ii) the following additional terms (both (b)(i) and (b)(ii) collectively, the “**Free Tier Terms and Conditions**”):

2.3.1 LIMITATIONS.

2.3.1.1 No Indemnification Obligations. Layer 9 has no obligation to indemnify Customer against any Claims based on a claim by any third party alleging that the Layer 9 Solution infringes such third party’s patents, copyrights or trade secret rights under applicable laws of any jurisdiction.

2.3.1.2 Suspension of Free Tier. Customer must follow any policies made available to Customer regarding the Solutions and, if Layer 9 determines (at its sole discretion) that any Customer Content submitted, stored, sent or received via the Solutions by Customer or its Authorized Users (“**Free Tier Customer Content**”) does not comply with these Terms or other policies (including without limitation the Free Tier Term and Conditions) or if Layer 9 is investigating suspected misconduct, Layer 9 may suspend or stop provision of the Solutions to Customer with or without notice.

2.3.1.3 Customer Content Obligations. Customer is solely responsible for protecting its Customer Content from any risks caused by Solutions.

2.3.1.4 HIPAA. Unless otherwise specified in writing by Layer 9, Layer 9 does not intend the use of the Solutions to create obligations under the Health Insurance Portability and Accountability Act, as amended, (“HIPAA”), and makes no representations that the Solutions satisfy HIPAA requirements. If Customer is (or becomes) a “Covered Entity” or “Business Associate” under HIPAA, Customer agrees not to use (or allow its Authorized Users to use) the Solutions for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received prior written consent to such use from Layer 9.

2.3.2 UPGRADING TO SUBSCRIPTION TERM.

2.3.2.1 Upgrading. At any time during the Free Tier Period, Customer may upgrade its Free Tier account to a standard Subscription Term account by emailing support@layer9.com, and the Solutions Commencement Date will be deemed to be the date on which Layer 9 confirms receipt of Customer’s request to upgrade, unless otherwise agreed to in writing by Layer 9 and Customer (or as set forth in a SOW or Order Form). After the end of the Free Tier Period, Customer may convert its Free Tier account to a standard Subscription Term account as described in Section 2.3.3 (End of the Free Tier Period).

2.3.2.2 Effect of Upgrading. Customer’s continued use of the Solutions after upgrading the Free Tier to the standard Subscription Term is subject to these Terms and the applicable Order Form or SOW. Upon such upgrade, this Section 2.3 (Free Tier Period) and Section 2.4 (Free Tier Period Further Terms and Pilot Period) will no longer apply to Customer’s use of the Solutions but all other provisions of these Terms shall apply.

2.3.3 END OF THE FREE TIER PERIOD.

2.3.3.1 Notice and Conversion. Layer 9 will use commercially reasonable efforts to notify Customer of the end of the Free Tier Period, and Customer will have the option to terminate the applicable Order Form or SOW or convert the Free Tier to a standard Subscription Term. If Customer chooses to terminate the applicable Order Form or SOW, the Solutions will no longer be available to Customer at the end of the Free Tier Period and Customer must cease use of the Solutions. Continued use of the Solutions after termination of the Free Tier Period without payment for a

Subscription Term shall constitute a material breach of this Agreement entitling Layer 9 to pursue all legal remedies under this Agreement and at law.

2.3.3.2 Automatic Conversion. If Customer does not terminate the applicable Order Form or SOW at the end of the Free Tier Period, the Free Tier account will automatically convert to a standard Subscription Term account, and the Solutions Commencement Date will be deemed to be the first day of the month immediately following the month in which Customer reaches 1000 Monitored Subscribers, unless otherwise agreed to in writing by Layer 9 and Customer. Customer will automatically be charged for the conversion using the billing information that was provided during the Free Tier Period.

2.3.3.3 Effect of Conversion. Customer's continued use of the Solutions after the Free Tier automatically converts to a standard Subscription Term is subject to these Terms and the applicable Order Form or SOW. Upon such conversion, this Section 2.3 (Free Tier Period) and Section 2.4 (Free Tier Period Further Terms and Pilot Period) will no longer apply to Customer's use of the Solutions but all other provisions of these Terms shall apply.

2.3.4 DISCLAIMERS AND LIMITATION OF LIABILITY. THE DISCLAIMERS AND LIMITATION OF LIABILITY TERMS OF SECTIONS 8 AND 9 OF THESE TERMS SHALL APPLY TO CUSTOMER DURING ANY FREE TIER PERIOD EXCEPT THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING FROM CUSTOMER'S USE OF THE SOLUTIONS UNDER THE FREE TIER TERMS AND CONDITIONS IS TO STOP PARTICIPATING IN THE FREE TIER AND CEASE USING THE SOLUTIONS.

2.4 Free Tier Period Further Terms and Pilot Period. Notwithstanding anything to the contrary in this Agreement, Layer 9 may make the Solutions available to Customer for a Pilot Period. Use of the Solutions by Customer during a Free Tier Period or Pilot Period is strictly for Customer's internal evaluation purposes only, is not supported, is provided "as is" without warranty of any kind, and may be subject to additional terms. For the avoidance of doubt, all information and materials relating to the Solutions during a Free Tier Period or Pilot Period (including, without limitation, any and all information regarding features, functionality, performance, workflows, visual layouts and the like) are the Confidential Information (as defined in Section 10 (Confidentiality)), trade secrets and intellectual property of Layer 9 subject to all of the protections and restrictions of this Agreement and available under law. Layer 9 may discontinue any Free Tier Period or Pilot Period at any time in its sole discretion and may never make Free Tier Periods or Pilot Periods generally available. Layer 9 may also immediately

terminate Customer or any Authorized User's right to use the Solutions during a Free Tier Period or Pilot Period (or terminate the Free Tier Period or Pilot Period itself) for any reason and at any time in its sole discretion, with or without notice. If Layer 9 makes the Solutions available to Customer for a Pilot Period, Customer may terminate the applicable Order Form or SOW at any point prior to the last day of the Pilot Period (with no Subscription Term to follow) by providing Layer 9 with at least thirty (30) days' prior written notice. If Customer chooses to terminate the applicable Order Form or SOW, the Solutions will no longer be available to Customer at the end of the Pilot Period and Customer must cease use of the Solutions. Continued use of the Solutions after termination of the Pilot Period without payment for a Subscription Term shall constitute a material breach of this Agreement entitling Layer 9 to pursue all legal remedies under this Agreement and at law. If Customer does not terminate the applicable Order Form or SOW at the end of the Pilot Period, the Pilot Period account will automatically convert to a standard Subscription Term account, and the Solutions Commencement Date will be deemed to be the date immediately after the last day of the Pilot Period unless otherwise agreed to in writing by Layer 9 and Customer. Customer will automatically be charged for the conversion using the billing information that was provided during the Pilot Period. Customer's continued use of the Solutions after the Pilot Period automatically converts to a standard Subscription Term is subject to these Terms and the applicable Order Form or SOW. Upon such conversion, this Section 2.4 (Free Tier Period Further Terms and Pilot Period) will no longer apply to Customer's use of the Solutions but all other provisions of these Terms shall apply. Layer 9 shall have no liability for any harm or damage arising out of or in connection with the use of any Solution during a Pilot Period or any termination thereof.

2.5 Third-Party Systems. Customer's access to or use of the Solutions may depend on the availability or utilization of third-party systems, data, products, or services outside of Layer 9's control, and Layer 9 shall not be liable to Customer or any party, nor shall Customer pursue or make any claims against Layer 9, for the quality, accuracy, completeness, malfunction, bug, error, quality, viruses, failure or availability of any third-party systems, data, products or services, or Layer 9's inability to provide access to the Solutions based on the unavailability or failure of third-party systems, data, products, or services.

2.6 Third-Party Sites. The Services may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to Customer and not as an endorsement by Layer 9 of the content on such External Sites. The content of such External Sites is developed and provided by others. Customer should contact the site administrator or webmaster for those External Sites if Customer has any concerns regarding such links or any content located on such External Sites. Layer 9 is not responsible for the content of any linked External Sites and does not make any representations or covenants regarding the content or accuracy of materials or information on such External Sites. Customer should take precautions when downloading files from all websites or online sources to protect Customer's computers from viruses and other destructive programs. If Customer decides to access linked External Sites, Customer does so at

Customer's own risk. Customer acknowledges and agrees that the Solutions are or may be hosted on Google Cloud Platform and utilize Google Cloud's tools and services, and as such, Customer may be required to consent or agree to Google Cloud terms and conditions of use, privacy and security policies, and other applicable policies to access or receive the Solutions through the Google Cloud Platform. Layer 9 is not liable or responsible for Google Cloud Platform or Google Cloud terms or policies.

3. INTELLECTUAL PROPERTY.

3.1 License Grant. Subject to the terms and conditions of this Agreement, Layer 9 grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 13.5 (No Assignment)) license during the Subscription Term, solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Layer 9 Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Layer 9 Solution. Customer may permit any Authorized Users to access and use the features and functions of the Layer 9 Solution as contemplated by this Agreement; provided that Customer will be solely responsible for all acts or omissions of its Authorized Users with respect to the use of the Layer 9 Solution.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Services, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) interfere in any manner with the operation of the Services or the hardware or network used to operate the Services, including by knowingly violating the security of the Services; (f) modify, copy or make derivative works based on any part of the Services or Documentation; (g) access or use the Services to build a similar or competitive product, solution, technology, or service, including, but not limited to, training a machine learning or AI system; (h) attempt to access the Services through any unapproved interface; (i) cause the Services to become subject to the terms of any open source license agreement; (j) engage in any conduct that restricts or inhibits Layer 9's use of its Services; (k) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person; or (l) otherwise use the Services, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 (License Grant) or in a manner inconsistent with applicable laws (including, without limitation, Applicable Data Protection Laws), the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including

copyright and trademark notices) of Layer 9 or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. The Services, Licensed Material and Documentation, and all enhancements and improvements thereto, and worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Layer 9 and its suppliers. All rights in and to the Services, Licensed Material and Documentation not expressly granted to Customer in this Agreement are reserved by Layer 9 and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, Licensed Material, Documentation, or any part thereof.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, Layer 9 grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5 Open Source Software. Certain items of software may be provided to Customer with the Layer 9 Solution and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.3 (Ownership) or 11 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Layer 9 makes such Open Source Software, and Layer 9's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to Layer 9 a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services, without any claims by Customer including for compensation therefor. Layer 9 will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the access and use rights granted to Customer and the Solutions provided under this Agreement, Customer will pay to Layer 9 the Fees. Except as otherwise provided in the applicable Order Form and/or SOW, all Fees are billed monthly and due and payable within fifteen (15) days of the date of the invoice. Layer 9 reserves the right to modify the Fees payable hereunder upon written notice to Customer at least forty-five (45) days prior to the end of the then-current term. Layer 9 will be reimbursed only for expenses that are expressly

provided for in an Order Form and/or SOW or that have been approved in advance in writing by Customer; provided that Layer 9 has furnished such documentation for authorized expenses as Customer may reasonably request. Layer 9 reserves the right (in addition to any other rights or remedies Layer 9 may have) to discontinue the Solutions and suspend all Authorized Users' and Customer's access to the Solutions if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times. Except as provided in an Order Form, fees are not refundable.

4.2 Payment Processing. From time to time Layer 9 may use certain third parties to provide payment services (e.g., card acceptance, merchant settlement and related services) ("**Payment Processors**"). By selecting certain billing and/or payments features, Customer agrees to comply with the terms and conditions and policies of the Payment Processors used by Layer 9, and hereby consents and authorizes Layer 9 to share any information and payment instructions provided herein with Payment Processors to the minimum extent required to complete Customer's transactions hereunder.

4.3 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Layer 9's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Solutions, or the license of the Layer 9 Solution to Customer. Customer will make all payments of Fees to Layer 9 free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Layer 9 will be Customer's sole responsibility, and Customer will provide Layer 9 with official receipts issued by the appropriate taxing authority, or such other evidence as Layer 9 may reasonably request, to establish that such taxes have been paid.

4.4 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES.

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for Layer 9 to collect, access, use, and otherwise Process the Customer Content to provide the Solutions. Without limiting the foregoing, Customer will be solely responsible for providing all notices to, and obtaining from, third parties, including, without limitations its Subscribers, all necessary rights and consents for Layer 9 to use the Customer Content for the purposes set forth in this Agreement (including, without limitation, all notices and consents required under Applicable Data Protection Laws). Customer grants Layer 9 (a) a non-exclusive, worldwide, royalty-free, and fully paid license during the Term, with Customer's consent, to use the Customer trademarks, service marks, and logos as required

to provide the Solutions, or in promotional materials marketing websites and the like, and (b) a non-exclusive, worldwide, royalty-free, perpetual and fully paid license (i) to use the Customer Content as necessary for purposes of providing and improving the Services, and (ii) to derive aggregated, de-identified and/or anonymized data from Customer Content (“**Derived Data**”). Layer 9 will be the sole owner of all such Derived Data and will have the right to use such Derived Data for any lawful business purpose both during and after the Term, including for the avoidance of doubt, to train, retrain, tune, validate, modify, update, or otherwise improve the Solutions. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Layer 9 in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Layer 9’s system or data; and (e) otherwise violate the rights of a third party. Layer 9 is not obligated to back up any Customer Content. Customer is solely responsible for creating backup copies of any Customer Content at Customer’s sole cost and expense. Customer agrees that any use of the Layer 9 Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.2 (Customer Warranty) constitutes unauthorized and improper use of the Layer 9 Solution.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Layer 9 Solution. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

5.4 Customer Responsibility for Operating its Own Business. Customer acknowledges that it, and not Layer 9, is responsible for operating Customer’s own business, including with respect to obtaining all licenses, permits and other governmental registrations to enable its use of the Services. The Layer 9 Solution is not intended to be used as advice as to whether to engage in any particular transaction.

6. PROFESSIONAL SERVICES. Where the parties have agreed to Layer 9’s provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a mutually executed statement of work (“**SOW**”). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will

govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in this Agreement.

7. DATA SECURITY; PRIVACY.

7.1 Data Security. During the Term, Layer 9 will maintain commercially reasonable safeguards and procedures designed to prevent the unauthorized use or disclosure of Customer Content and Personal Data (“**Data Safeguards**”). During the Term, Layer 9 will maintain commercially reasonable physical, administrative and technical security measures designed to maintain the availability, integrity and confidentiality of Customer Content and Personal Data.

7.2 Privacy. Without limiting Customer’s obligations under Sections 2 (Provision of Services), and 3 (Intellectual Property), each party shall comply with all Applicable Data Protection Laws in the performance of their respective obligations under this Agreement with respect to the Processing of Personal Data. The sale, retention, use or disclosure of Personal Data shall be governed by this Agreement and, as applicable, Layer 9’s Privacy Policy, as in effect from time to time.

7.3 Additional Agreements. To the extent that Layer 9 or Customer reasonably determine that Applicable Data Protection Laws require the parties to execute any additional agreements governing Personal Data, the parties agree to negotiate in good faith with respect to such additional agreements.

8. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL, DOCUMENTATION AND ANY OUTPUTS ARE PROVIDED “AS IS,” WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES RESIDES WITH CUSTOMER. LAYER 9 EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY. LAYER 9 DOES NOT (A) WARRANT THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (B) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OUTPUT, OR OTHER INFORMATION PROVIDED BY LAYER 9 WITH THE SERVICES OR THAT THE SERVICES, RESULTS, OR OUTPUT WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, OR (C) WARRANT THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT THE SOLUTIONS

PROVIDED BY LAYER 9 UTILIZE AI TECHNOLOGIES. LAYER 9 REPRESENTS THAT THE AI TECHNOLOGIES USED HAVE BEEN IMPLEMENTED AND TESTED IN ACCORDANCE WITH APPLICABLE LAWS AND INDUSTRY STANDARDS. YOU FURTHER ACKNOWLEDGE THAT, GIVEN THE NATURE OF THE SERVICES, OUTPUTS (I) MAY BE INACCURATE, MISLEADING, OR BIASED, (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE SERVICES GENERATES FOR OTHER CUSTOMERS, AND (III) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES.

9. LIMITATION OF LIABILITY.

9.1 Types of Damages. IN NO EVENT WILL LAYER 9 BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LAYER 9 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Amount of Damages. THE MAXIMUM LIABILITY OF LAYER 9 ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO LAYER 9 DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL LAYER 9'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 9 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY.

10.1 Confidential Information. “**Confidential Information**” means any nonpublic information of a party (the “**Disclosing Party**”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the “**Receiving Party**”) knows or should have known is the confidential or proprietary information of the Disclosing Party; provided that “Confidential Information” does not include any information that (a) is at the time of disclosure or becomes

generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) can be shown by contemporaneous documentation to have been already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by or for the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's expense, if the Disclosing Party seeks an appropriate protective order. Any Confidential Information required to be so disclosed shall remain subject to this Agreement for all other purposes. The Services, Licensed Material and Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Layer 9.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees, contractors, representatives or agents who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Layer 9). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement. Notwithstanding the foregoing, the Receiving Party may retain Confidential Information of the Disclosing Party (a) as required by applicable laws or government or judicial orders ("**Retention Requirements**"), and any such uses or disclosures of Confidential Information by the Receiving Party shall be limited to only those uses and disclosures mandated by the Retention Requirements; and (b) to the extent that the Receiving Party's routine back-up or disaster recovery procedures create copies of Confidential Information, but only for such archiving purposes during the Receiving Party's normal archiving period; provided that information retained further to clauses (a) and (b) shall remain subject to the continued application of the confidentiality, non-use, and data protection obligations under this Agreement for so long as such Confidential Information is retained by the Receiving Party. Upon the Disclosing Party's request, the Receiving Party will certify to the Disclosing Party its compliance with this Section 10 (Confidentiality) (email being sufficient).

11. INDEMNIFICATION.

11.1 By Layer 9. Layer 9 will defend at its expense any claims (including those threatened or alleged), actions, suits, demands (including pre-litigation demands) or proceeding and all resulting losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) (collectively, "**Claims**") brought against Customer, and will pay any settlement Layer 9 makes or approves, or any damages finally awarded in such Claim, insofar as such Claim is based on a claim by any third party alleging that the Layer 9 Solution infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Layer 9 Solution becomes, or in the opinion of Layer 9 is likely to become, the subject of a claim of infringement, Layer 9 may, at the sole option of Layer 9: (a) procure for Customer the right to continue using the Layer 9 Solution; (b) replace the Layer 9 Solution with non-infringing software or services which do not materially impair the functionality of the Layer 9 Solution; (c) modify the Layer 9 Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the then-current term, and upon such termination, Customer will immediately cease all use of the Layer 9 Solution and Documentation. Notwithstanding the foregoing, Layer 9 will have no obligation under this Section 11.1 (By Layer 9) or otherwise with respect to any infringement claim based upon (i) any use of the Layer 9 Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Layer 9 Solution in combination with other products, equipment, software or data not supplied by Layer 9; or (iii) any modification of the Layer 9 Solution by any person other than Layer 9 or its authorized agents (collectively, the "**Exclusions**" and each, an "**Exclusion**"). This Section 11.1 (By Layer 9) states the sole and exclusive remedy of Customer and the entire liability of Layer 9, or any of its officers, directors, employees, shareholders, contractors or representatives, for infringement claims and actions.

11.2 By Customer. Customer will defend at its expense any Claim brought against Layer 9, and will pay any settlement Customer makes or approves, or any damages finally awarded in such Claim, insofar as such Claim arises out of or relates to (a) an Exclusion, (b) Customer's misuse of the Services or breach or alleged breach of Sections 5.2 (Customer Warranty) or 13.6 (Compliance with Law); or (c) claims for bodily injury or damage to physical property, to the extent (i) alleged to be caused by Customer's or any other party's use of the Layer 9 Solution; or (ii) caused by the acts or omissions of Customer, its employees, contractors, officers, representatives, or agents. This Section 11.2 (By Customer) states the sole and exclusive remedy of Layer 9 and the entire liability of Customer, or any of its officers, directors, employees, shareholders, contractors or representatives, for the claims and actions described herein.

11.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the

indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION.

12.1 Sites Term. With respect to the Sites, these Terms will apply upon Customer's access or use of the Sites and continue in full force and effect as long as Customer continues to access or use the Sites (the "**Sites Term**").

12.2 Agreement Term. With respect to the Solutions, this Agreement will begin on the applicable Order Form Effective Date as set forth in the applicable Order Form or SOW and continue in full force and effect for so long as such Order Form or SOW remains in effect or Customer continues to use the Solutions, unless earlier terminated in accordance with this Agreement (the "**Agreement Term**" and together with the Sites Term, the "**Term**"). Unless otherwise stated in the applicable Order Form or SOW, the Subscription Term will begin on the Solutions Commencement Date and continue in full force and effect for one (1) year from such date, unless earlier terminated in accordance with this Agreement. Thereafter, the Subscription Term will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. For the avoidance of doubt, if neither Customer nor Layer 9 terminates this Agreement prior to the end of the Pilot Period, then (a) upon expiration of the Pilot Period, the Pilot Period will automatically convert to a standard Subscription Term account, and this Agreement shall automatically renew and continue for the Subscription Term, and (b) the Agreement Term and the Subscription Term shall terminate or expire on the same date.

12.3 Termination of Sites Use. Layer 9 reserves the right, in its sole discretion, to restrict, suspend, discontinue, or terminate Customer's access to all or use of any part of the Sites, at any time and for any reason without prior notice or liability.

12.4 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

12.5 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted under Section 3.1 (License Grant) and Section 5.1(a) (License; Ownership) will immediately terminate; and (b) any amounts owed to Layer 9 under this Agreement will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.5 (Open Source Software), 4 (Fees and Expenses; Payments), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.3 (Effect of Termination), 12.4 (Data Extraction), and 13 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

13. MISCELLANEOUS.

13.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York County, New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper.

13.2 Injunctive Relief. In addition to all other remedies available to Layer 9 in an action at law, in the event of any breach or threatened breach by Customer of the terms of this Agreement, Layer 9 shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement.

13.3 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Layer 9, or any products utilizing such data, in violation of the United States export laws or regulations.

13.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.7 Compliance with Law. Customer will, and will ensure that all Authorized Users, always comply with all foreign and domestic laws, ordinances, regulations, and statutes that are applicable to its and their purchase and use of the Services, Licensed Material and Documentation.

13.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.9 Independent Contractors. Customer's relationship to Layer 9 is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to bind or act on behalf of Layer 9.

13.10 Notices. All notices required or permitted under this agreement must be delivered in writing, if to Layer 9, by emailing support@layer9.com and if to Customer by emailing the Customer's contact email address listed on the Order Form; provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Layer 9.

13.12 Changes. Layer 9 reserves the right, at its sole discretion, to modify or replace any part of these Terms at any time. It is Customer's responsibility to check these Terms periodically for changes. Customer's continued use of or access to the Services or Layer 9 Solution following the posting of any changes to these Terms constitutes acceptance of those changes as first noted above. Layer 9 may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of these Terms. Any agreement between Customer and Layer 9 that is signed by both parties may only be amended or modified with the written agreement of both Customer and Layer 9.

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