

TERMS AND CONDITIONS GOVERNING LTH PREMIUM AND VENDOR HUB SUBSCRIPTIONS

Effective Date: April 18, 2025

These *Terms and Conditions Governing LTH Premium And Vendor Hub Subscriptions* (“Premium Subscription Terms”, and together with the Terms of Use (“Terms of Use”) are made between Babel Legal LLC dba Legaltech Hub (hereinafter “LTH”, “we”, or “us”) and subscribers to its LTH Premium offering (hereinafter “Premium Subscriber,” “Customer,” or “you”), subject to your agreement and compliance with any additional terms and conditions outlined in your LTH Premium Order Form (together with the Terms, the “Agreement”). The Agreement sets forth the legally binding terms and conditions governing your use of the Services. By using the Service or otherwise entering into this Agreement, you are creating a binding contract with us. In the event of any conflict between the Premium Subscription Terms and the Terms of Use, the Premium Subscription Terms shall govern and control.

Incorporated Terms

The following additional terms are incorporated into this Agreement as if fully set forth herein:

- Privacy Policy <https://www.legaltechnologyhub.com/privacy-policy/>
- Terms of Use <https://www.legaltechnologyhub.com/terms-conditions/>

1. GRANT OF RIGHTS AND RESTRICTIONS ON USE

1.1 Customer and Customer’s Authorized Users (as defined in Section 2 below) are hereby granted a nonexclusive, nontransferable, limited right to access and use the Services for research and informational purposes. The rights granted to each Authorized User are as follows:

(a) The right to electronically display materials contained within or retrieved from the Services (“Materials”) primarily for the Authorized Users’ use. Notwithstanding the foregoing, an Authorized User may display an inconsequential amount of the Materials within the Services on an incidental basis for non-commercial purposes to other Authorized Users or Customer’s clients;

(b) The right to email, fax, download, or make printouts using the commands of the Services and the right to create printouts of Materials accessed or downloaded by any other means (collectively, “Authorized Printouts”), and to the extent permitted by applicable copyright law and not further limited or prohibited by the terms of this Agreement, to distribute and make copies of such Authorized Printouts;

(c) With respect to all Materials contained within the Services, the right to download using the commands of the Services, and store in machine-readable form for use by Authorized Users and Customer’s clients, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Services, to the extent the storage of those Materials is not further limited or prohibited by the Agreement;

(d) Notwithstanding anything to the contrary herein, the right to: (1) excerpt or quote insubstantial portions of Materials from the Services in documents prepared in the ordinary course of Customer’s business to the extent permitted by applicable copyright law; (2) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance or as part of Customer’s ordinary course backup procedures, provided that all other Materials from the Services are purged promptly upon the expiration or termination of the Agreement; and

1.2 For the avoidance of doubt, and except as expressly permitted in subsections 1(c) through 1(d) above, downloading and storing Materials in a searchable database is prohibited. The Services and Materials therein are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If an individual associated with Customer is not an Authorized User, such individual is not permitted to access or use the Services for any purpose whatsoever. If such individual nevertheless accesses and uses the Services without authorization, their access and use will be governed by this Agreement, and Customer will be liable to LTH for any breach of the Agreement by such individual as well as for unauthorized access and payment for use at the rates then applicable.

1.3 Except as specifically authorized in Sections 1.1, Customer and Customer’s Authorized Users are prohibited from downloading, transmitting, reproducing or using Materials retrieved from the Services. Customer may not exploit the goodwill of LTH, including its trademarks, service marks, or logos, without the express written consent of LTH. Additionally, under no circumstances may Customer

or Customer's Authorized Users offer any part of the Services or Materials for commercial resale or commercial redistribution in any medium or use the Services or the Materials to compete with the business of LTH.

1.4 All rights, title, and interest (including all copyrights, trademarks, and other intellectual property rights) in and to the Services and Materials in any medium belong to LTH or its third-party suppliers of Materials, as applicable. Neither Customer nor Customer's Authorized Users acquire any proprietary interest in the Services, the Materials therein, or copies thereof, except the limited rights granted herein.

1.5 Neither Customer nor Customer's Authorized Users may use the Services in any fashion that infringes the intellectual property rights, privacy rights, or proprietary interests of LTH or any third party. Customer's use of the Services and Materials must comply with all applicable laws, rules, and regulations. LTH may not provide the Services in any fashion that infringes the intellectual property rights, privacy rights or proprietary interests of Customer or any third party. LTH's provision of the Services and Materials must comply with all applicable laws, rules, and regulations.

1.6 Neither Customer nor Customer's Authorized Users may remove or obscure the copyright notices or other notices contained in the Services or Materials provided therein.

1.7 Other provisions that govern the use of the Services are set forth in the associated LTH Premium Order Form.

2. ACCESS TO SERVICES

2.1 Under the terms of the Agreement, Customer's employees, temporary employees, partners/members/owners/shareholders, and contractors dedicated to performing work exclusively for Customer (to the extent those categories of persons are appropriate to Customer's situation, and as long as those persons are at least eighteen (18) years old) are eligible to access and use the Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as lawyers, accountants, outsourcers, and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom Customer has identified to LTH for purposes of issuing an LTH username and log-in details or has been provided access to the Services via Single Sign On ("LTH Log-In"). Customer agrees that each LTH Log-In account may only be used by the Authorized User to whom LTH assigns it and that the LTH Log-In may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LTH to deactivate an Authorized User's LTH Log-In if the Authorized User is no longer an Eligible Person or Customer otherwise wishes to terminate the Authorized User's access to the Services. Customer is responsible for all use of the Services accessed with LTH Log-Ins issued to Customer's Authorized Users, including associated charges, whether by Authorized Users or others, except for any such usage by unauthorized third parties that were not within Customer's commercially reasonable ability to prevent. Customer will use commercially reasonable efforts to prevent unauthorized use of an LTH Log-In assigned to Customer's Authorized Users and will notify LTH in writing promptly upon becoming aware that an LTH Log-In is lost, stolen, compromised, or misused.

2.2 Use of the Services via mechanical, programmatic, robotic, scripted, or any other automated means is strictly prohibited. Unless otherwise agreed to by LTH in writing, use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 The Services, Materials contained therein, and feature functionality within the Services may be regularly enhanced and updated. LTH reserves the right at any time and from time to time to change, modify, or discontinue, temporarily or permanently, the Service, or any part thereof, with or without notice, in its sole discretion. Such changes, modifications, additions, or deletions shall be effective immediately upon their implementation. In the event LTH materially alters the Services, including the removal, deletion, or modification of any key functionality of the Services ("Material Changes"), Customer shall have the right to terminate this Agreement. Any fees paid prior to such termination shall be non-refundable. Customer's use of the Services after LTH makes such Material Changes, or any other changes, modifications, additions, or deletions, constitutes Customer's acceptance of such.

2.4 While LTH will use commercially reasonable efforts to provide the Services as generally available at all times on an uninterrupted basis free from material errors or defects, it does not represent or warrant that access to the Services will be error-free, uninterrupted, or without defect, and LTH does not guarantee that Customer will be able to access or use the Services or their features at all times.

2.5 The Services and all Materials contained therein are for information purposes only and do not constitute legal advice. The Services may contain typographical errors or inaccuracies, and may not be complete or current, though LTH will use commercially reasonable efforts to ensure that the Services are complete, current, and free from material errors or inaccuracies.

2.6 LTH does not endorse, promote, or accredit any specific product, service, or vendor featured on the Site, including by virtue of any product briefing and/or vendor summary videos that LTH may create. Such Materials are provided for informational purposes only and do not reflect any evaluation, certification, or judgment by LTH regarding the quality, efficacy, ethics, or business practices of the applicable vendors or their products. Customers shall conduct their own due diligence and rely on their own business judgment when evaluating and engaging with vendors. All business transactions and engagements remain the sole responsibility of the parties involved,

and LTH disclaims any liability with respect thereto.

3. RULES OF CONDUCT

3.1 Customer's use of the Services is conditional on Customer's compliance with the terms of the Agreement, including but not limited to the rules of conduct set forth in this Section 3 (the "Rules of Conduct"), as applicable to Customer.

3.2 Customer and Customer's Authorized Users must keep their usernames and passwords associated with their LTH Log-In accounts and any other information needed to log in to the Services confidential and secure. LTH is not responsible for any unauthorized access to Customer's LTH Log-In accounts by others.

3.3 Customer shall not, and will be responsible for ensuring that Customer's Authorized Users do not, do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Services;
- interfere with or disrupt the operation of the Services, including restricting or inhibiting any other person from using the Services by means of hacking or defacing;
- take any action that would reasonably be expected to impose an unreasonable or disproportionately large load on LTH infrastructure;
- harvest or collect the email address, contact information, or any other personal information of other users of the Services;
- use any means to crawl, scrape or collect content from the Services via automated or large group means;
- knowingly submit, post or make available false, incomplete or misleading information to the Services, or otherwise provide such information to LTH;
- breach, through the Services, any agreements that Customer enters or has entered into with any third parties;
- stalk, harass, injure, or harm themselves or another individual, or attempt to do any of the foregoing, through the Services;
- direct or encourage another user or individual, through the Services, to do something that is unsafe, or that a similarly situated, reasonable person wouldn't have an expectation of safety;
- impersonate any other person or business; or
- direct or encourage another user or individual to do any of the foregoing.

3.4 LTH reserves the right, in its reasonable discretion, to protect its users from violators and violations of the Rules of Conduct, including but not limited to restricting Customer's use of the Services, immediately terminating any of Customer's Authorized Users' access to the Services, or blocking certain IP addresses from accessing the Services.

4. SUBSCRIPTION, CANCELLATION, PAYMENT

4.1 The Services require the payment of fees ("Subscription Fees") upfront for ongoing, self-renewing subscription access to the Services (a "Subscription"). Customer will be granted access to the Services for the length of the Initial Subscription Term identified in the LTH Premium Order Form. LTH reserves the right to change the applicable Subscription Fees or charges and to institute new Subscription Fees and charges at the end of the current Subscription Term, which may be sent by email or otherwise in accordance with the notice provision in the Agreement, provided that, any such changes or new charges shall not be chargeable to Customer until Customer has received such notice and agreed in writing to accept such changes or charges.

4.2 Subscription Fees and other charges do not include federal, local, foreign, or similar transaction taxes ("Taxes") now or hereafter levied, and all applicable Taxes, excluding any taxes based on LTH's income, shall be Customer's responsibility. If LTH is required to pay Taxes on Customer's behalf, Customer shall be invoiced for such Taxes and shall reimburse LTH for such amounts as described herein.

4.3 Unless Customer cancels before renewal and except where prohibited by law, Customer's Subscription will automatically renew for an additional term of the same length upon expiration. Subscription Fees or charges during any such renewal term shall be the same as those during the prior term, unless LTH has given Customer notice of an increase as described in Section 4.1 above.

4.4 Customer may cancel the Subscription at any time, but will not be entitled to a refund for any past payments.

4.5 If Customer wishes to cancel its Subscription, Customer must provide notice to LTH in accordance with the notice provision in the Agreement.

4.6 To collect and/or process Subscription Fees, LTH may use third parties to process payments (each a "Payment Processor"). The processing of payments is governed by the terms, conditions, and privacy policies of the applicable Payment Processor in addition to this Agreement. LTH is not responsible for error by the applicable Payment Processor. Customers may choose to pay via the other

available payment options provided by LTH, if any.

4.7 Customer agrees to provide LTH with accurate and complete information about Customer and Customer's chosen method of payment of amounts due under this Agreement ("Payment Method"). Customer authorizes LTH to use such information solely to the extent necessary for processing payments. As a user purchasing a Subscription, Customer agrees to pay LTH all applicable charges at the prices then in effect for such Subscription. Customer agrees to make payment using that selected Payment Method, and authorizes LTH to charge Customer's Payment Method at the times and in the amounts associated with such Subscription. LTH reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Customer represents and warrants that it has the legal right to use any credit card(s) or other payment means used to make payments due under this Agreement.

5. CONFIDENTIALITY

In connection with this Agreement, each party may as a "Disclosing Party" hereunder disclose to the other party as a "Recipient" hereunder certain Confidential Information (as hereafter defined). "Confidential Information" means any non-public information of or relating to Disclosing Party that is disclosed to Recipient in connection with this Agreement, either directly or indirectly in writing, orally, or in any other form. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Recipient by Disclosing Party through no breach of this Agreement by Recipient;

(iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Disclosing Party; (iv) is independently developed by Recipient without regard to or use of any Confidential Information furnished it hereunder; or (v) becomes available from a source not known to Recipient to be subject to an obligation of confidentiality with respect to such information. Recipient agrees to protect the confidentiality of the Confidential Information of Disclosing Party using at least the same degree of care that it uses to protect the confidentiality of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Recipient further agrees not to use any Confidential Information for any purpose except to perform its obligations or exercise its rights under this Agreement, and not to disclose any Confidential Information to any individuals or entities other than Recipient's affiliates, officers, directors, employees, agents, prospective financing sources or, where applicable to Customer, its partners (collectively, "Representatives") who are required to have the information in order for Recipient to perform its obligations or exercise its rights under this Agreement, provided that Recipient shall be responsible for any breach of this Agreement by its Representatives and shall notify Disclosing Party promptly upon becoming aware of any use or disclosure of Confidential Information of Disclosing Party by Recipient or its Representatives that is not authorized under this Agreement. In the event that Recipient is required by law, regulation or judicial process to disclose any Confidential Information of Disclosing Party, Recipient will provide Disclosing Party with prompt notice of such requirement, so that Disclosing Party may seek a protective order or other appropriate remedy.

6. LIMITED WARRANTY

6.1 LTH represents and warrants that it has the right and authority to make the Services available to Customer and Customer's Authorized Users as authorized expressly by this Agreement.

6.2 EXCEPT WHERE PROHIBITED BY LAW AND AS OTHERWISE PROVIDED IN SECTION 6.1, THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. LTH, ALONG WITH ITS PARENT ENTITIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND IN AND TO THE SERVICES. NO INFORMATION (ORAL OR WRITTEN) OBTAINED BY CUSTOMER FROM LTH SHALL CREATE ANY WARRANTY.

6.3 OPINIONS, ADVICE, STATEMENTS, SUBMISSIONS, CONTENT, OR OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICES ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND SHOULD NOT BE RELIED UPON. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR SUCH CONTENT.

6.4 USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. LTH DOES NOT WARRANT (I) THAT CUSTOMER WILL BE ABLE TO ACCESS OR USE THE SERVICES AT THE TIMES OR LOCATIONS OF CUSTOMER'S CHOOSING; (II) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) THAT DEFECTS WILL BE CORRECTED; (IV) THAT DATA TRANSMISSION OR STORAGE IS SECURE; (V) OR THAT THE SERVICES ARE FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL CODE OR COMPONENTS, PROVIDED THAT LTH WILL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE CONDITIONS DESCRIBED IN CLAUSES (I) THROUGH (V).

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 Neither LTH nor any of its affiliates will be liable under this Agreement for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Services or any materials available or not included therein, (b) the

unavailability or interruption of the Service or any features thereof or any materials therein, (c) Customer's or Customer's Authorized User's use of the Services, (d) the loss or corruption of any data or equipment in connection with the Services, (e) the content, accuracy, or completeness of materials in the Services, (f) any delay or failure in performance beyond the reasonable control of LTH; or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services. Neither Customer nor any of its affiliates will be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) LTH's provision of the Services in violation of the Agreement; or (b) any delay or failure in performance beyond the reasonable control of Customer.

7.2 NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT, EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITY ARISES OUT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY, EXCEED THE LESSER OF (I) ACTUAL DIRECT DAMAGES INCURRED OR (II) THE AMOUNT CUSTOMER PAID FOR THE SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM OR WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

7.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NONE OF CUSTOMER, ITS AFFILIATES, CUSTOMER'S AUTHORIZED USERS, LTH OR ITS AFFILIATES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO CUSTOMER OR LTH'S INDEMNITY OBLIGATIONS, CUSTOMER'S AND CUSTOMER'S AUTHORIZED USERS' INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LTH OR ITS THIRD-PARTY SUPPLIERS, OR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5.

7.4 EACH PARTY (THE "INDEMNIFYING PARTY") AGREES TO DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS/PARTNERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL JUDGMENTS, AWARDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, AND COSTS OF LITIGATION, TO THE EXTENT FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE ARISEN OUT OF (A) THE INDEMNIFYING PARTY'S VIOLATION OF THE AGREEMENT, (B) ANY CONDUCT, ACTIVITY OR ACTION BY THE INDEMNIFYING PARTY WHICH IS UNLAWFUL OR ILLEGAL UNDER ANY APPLICABLE LAW, OR IS VIOLATIVE OF THE RIGHTS OF ANY INDIVIDUAL OR ENTITY, OR (C) THE INDEMNIFYING PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7.5 Notwithstanding anything to the contrary in this Section 7:

(a) If there is a breach of the warranty in Section 7.1 above, then LTH at its option and expense shall either defend or settle any action and indemnify and hold Customer and its officers, directors, shareholders, partners, employees and agents harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Services, asserted against Customer by such third party, provided that: (i) all use of the Services by Customer and Customer's Authorized Users was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by Customer modifying or combining the Services or any of the Materials therein with or into other products or applications not approved by LTH; (iii) Customer gives LTH prompt notice of any such claim; and (iv) Customer gives LTH the right to control and direct the investigation, defense and settlement of each such claim, provided that LTH shall obtain Customer's written consent prior to agreeing to any agreement that imposes a binding obligation on Customer. Customer, at the expense of LTH, shall reasonably cooperate with LTH in connection with the foregoing. (b) In addition to Section 7.5(a), if the Services or the operation thereof become, or in the opinion of LTH are likely to become, the subject of a claim of infringement, LTH may, at its option and expense, either: (i) procure for Customer the right to continue using the Services; (ii) replace or modify the Services so that they become non-infringing; or (iii) if options (i) or (ii) are not reasonably available, terminate the Agreement on notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid Subscription Fees or fixed charges. (c) The provisions of Sections 7.5(a) and (b) shall constitute Customer's sole and exclusive remedy for the respective matters specified therein.

8. MODIFICATIONS AND TERMINATION

8.1 The terms and conditions in the Agreement may be supplemented, modified, or otherwise revised only by written agreement signed by duly authorized representatives of both parties.

8.2 Customer may terminate the Agreement at any time in accordance with this Section 8.2 by providing written notice to LTH. The effective date of termination will be 10 days after the receipt of written notice of termination unless a later date is specified in the notice.

8.3 LTH may terminate the Agreement at any time in accordance with this Section 8.3 by providing written notice to Customer. The effective date of termination will be 10 days after the receipt of written notice of termination unless a later date is specified in the notice, with the credit given for the pro rata portion of fees paid.

8.4 Without limiting the foregoing, either party may terminate this Agreement immediately upon written notice to the other party, if the other party becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9. PRIVACY AND DATA SECURITY

Customer is responsible for ensuring the legality of the Personal Data that Customer and Customer's Authorized Users provide to LTH for processing. If and to the extent that Customer or Customer's Authorized Users provide Personal Data to LTH for the creation of LTH Log-In accounts or otherwise, the parties acknowledge that such Personal Data will be processed by LTH in accordance with applicable data protection laws and the terms of the Privacy Policy incorporated into this Agreement (as indicated under "Incorporated Terms" above).

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 The Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.

10.2 Customer agrees that any claim or dispute arising out of the Agreement will be resolved solely and exclusively by binding arbitration, rather than in court, with the exception of a claim that is eligible to be brought before small claims court. The Federal Arbitration Act and federal arbitration law apply to this agreement. Arbitration under this Agreement will be conducted by the American Arbitration Association ("AAA") under its rules then in effect, will be conducted in English, and will be located in New York, New York. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrators, will be strictly confidential for the benefit of all parties.

11. MISCELLANEOUS

11.1 All notices and other communications hereunder must be in writing, provided that notice via email shall suffice as notice in writing. Notices will be deemed to have been properly given on the date deposited in the mail, if mailed, or on the date received, if delivered in any other manner. All notices given by Customer or required under this Agreement shall be in writing and addressed to: Legaltech Hub Inc., 800 Third Avenue Suite A #1352 New York NY 10022 USA, or sent via email to legal@legaltechnologyhub.com.

11.2 Neither Customer nor any Authorized User may assign Customer's rights or delegate Customer's duties under the Agreement without the prior written consent of LTH, which consent shall not be unreasonably conditioned, delayed or withheld. LTH may not assign its rights or delegate its duties under the Agreement without the prior written consent of Customer, which consent shall not be unreasonably conditioned, delayed or withheld. Any unauthorized assignment by either party shall be null and void. The Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

11.3 Each party hereby agrees that the other party may be irreparably damaged if the terms of the Agreement were not specifically enforced, and therefore each party agrees that the other party will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of the Agreement, in addition to such other remedies as the other party may otherwise have available to it under applicable laws.

11.4 The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed, and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.

11.5 This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between Customer and LTH with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between the parties with respect to such subject matter.