

Welcome to Lexer and thanks for using Our products and Services. This Agreement governs Your acquisition and use of Our Services. Your acceptance of this Agreement, either online or by executing a Work Order that references this Agreement, binds You to the terms of this Agreement.

1. OUR RESPONSIBILITIES

1.1.

Provision of Services. We will:

1.1.1.

make the Services and Content available to You pursuant to this Agreement and the applicable Work Orders;

1.1.2.

provide Our standard support for the Services to You at no additional charge, and/or upgraded support if purchased; and

1.1.3.

use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, with the exception Planned Downtime or reasons beyond our control as outlined in clause 11.9.

1.2.

Protection of Your Data. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except:

1.2.1.

to provide the Services and prevent or address service or technical problems;

1.2.2.

as required by law; or

1.2.3.

as You expressly permit in writing.

2. USE OF SERVICE AND CONTENT

2.1.

Acceptable Use Policy. Except where a special condition of a Work Order expressly states that a requirement under the Acceptable Use Policy is not applicable, all of the requirements of the Acceptable Use Policy apply to You and Users at all times when using Our Services.

2.2.

Your Responsibilities. You will be solely responsible for:

2.2.1.

Your and Users' compliance with this Agreement, Acceptable Use Policy and Work Orders;

2.2.2.

all changes to and/or deletions of Your Data and the security of all passwords and other account information required in order to access and use the Services;

2.2.3.

using commercially reasonable efforts to prevent unauthorised access to or use of Services and Content, and notify Us promptly of any such unauthorised access or use;

2.2.4.

the adequate security, protection and backup of Your Data when in your possession or control;

2.2.5.

using the Services and Content only in accordance with this Agreement, Acceptable Use Policy, Work Orders and applicable laws and government regulations, and

2.2.6.

compliance with terms of service of any Non-Lexer Applications with which You use Services or Content.

2.3.

Limitations of the Service. You acknowledge and agree that:

2.3.1.

the Services are not intended to be used as the sole basis for any business decision, and are based upon data which is in part provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable to guarantee,

2.3.2.

all changes to and/or deletions of Your Data and the security of all passwords and other account information required in order to access and use the Services;

2.3.3.

any inaccuracy, incompleteness or other error in the Services and/or the Content which arises as a result of data provided to Us or Our relevant licensor by You or any third party, and

2.3.4.

any failure of the Services to achieve any particular result for You.

2.4.

Removal of Content and Non-Lexer Applications. If We have a reasonable belief, or are required by law, regulation, contract, terms of our External Services or other requirement, to remove:

2.4.1.

any Content (e.g. if it is alleged to infringe third party rights); or

2.4.2.

a Non-Lexer Application,

We may notify You and You must promptly remove such Content from Your systems, or promptly resolve the alleged violation by disabling the Non-Lexer Application, or modifying it so that it is no longer an alleged violation. If You do not comply with a request from Us in relation to the above, We may suspend or disable the applicable Content, Service and/or Non-Lexer Application until the alleged violation is resolved.

3. NON-LEXER APPLICATIONS AND EXTERNAL SERVICES

3.1.

Use of External Services. We may make available to You External Services including, without limitation, integration with Non-Lexer Applications, licensing of Content, or implementation and other services. If You acquire any of these External Services:

3.1.1.

You will be subject to additional terms from the External Services provider.

We are not a party to those terms;

3.1.2.

We make no representations or warranties about the External Services, and make no guarantee as to their availability or performance, now or in the future (even if they are designated by Us as 'certified');

3.1.3.

You grant Us permission to allow the External Services provider to access Your Data as required for the interoperation of the External Service with the Service;

3.1.4.

We accept no responsibility for any liability for any disclosure, modification or deletion of Your Data resulting from access by an External Service, or arising from any exchange of data between You and the External Services provider;

3.1.5.

We do not guarantee the continued availability of interoperability features with External Services, and We may cease providing them to You without entitling You to any refund, credit or other compensation;

3.1.6.

You must comply with our Acceptable Use Policy in respect of use of our Service with External Services.

4. FEES, PAYMENT AND TAXES

4.1.

Fees. You will pay all Fees specified in Work Orders within the time period specified in the Work Order (or, if not specified, within 30 days of the date of the invoice).

4.2.

Fee conditions. Except as otherwise specified herein or in a Work Order:

4.2.1.

Fees are based on Services and Content purchased and not actual usage;

4.2.2.

payment obligations are non-cancelable and Fees paid are non-refundable; and

4.2.3.

quantities purchased cannot be decreased during the relevant subscription term.

4.3.

Optional clause for credit card or direct debit purchases. This clause 4.3 and its sub-clauses only apply to You if You are paying for the Services using a credit card or direct debit, as specified in the Work Order.

4.3.1.

You will provide Us with valid and updated credit card or bank account information.

4.3.2.

You irrevocably authorise Us to charge Your credit card or bank account for all Services listed in the Work Order for the initial subscription term (and, where the Work Order contains an Automatic Renewal condition, for any renewal subscription term(s)).

4.3.3.

Fees are payable annually in advance, unless a different billing frequency is stated in the applicable Work Order.

4.3.4.

You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information in writing, including updating expiration dates.

4.3.5.

If We fail to resolve an issue with You resulting from a credit card decline or expiration, We may terminate the Services for non-payment.

4.4.

Removal of Content and Non-Lexer Applications. If We have a reasonable belief, or are required by law, regulation, contract, terms of our External Services or other requirement, to remove:

4.4.1.

We will invoice You for Fees annually in advance, unless a different billing frequency is stated in the applicable Work Order.

4.4.2.

Unless otherwise stated in the Work Order, invoiced charges are due 30 days from the invoice date.

4.4.3.

You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.4.4.

As a security precaution against cyber crime, We will always accompany any request to change our bank account details with You with a letter from our bank. You must not pay Fees to any new account without receiving such confirmation, or without confirming with our finance department by phone at the number listed in the Work Order. We accept no responsibility for payments made to a third party in error.

4.5.

Suspension of Service. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorised Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We agree not to exercise Our rights under this clause if You are in the process of disputing a charge reasonably and in good faith, provided that You remain up to date with any undisputed amounts.

4.6.

Taxes.

4.6.1.

Taxes not included in Fees. Our Fees do not include any Taxes. You are responsible for paying all Taxes associated with Your purchases of our Services (or Content, if applicable). If any withholding is required by law, You will pay Us any additional amounts necessary to ensure that the net amount that We receive, after any such withholding, equals the amount which We would have received if there had been no withholding applied.

4.6.2.

Collection and invoicing for Taxes. If We have the legal obligation to pay or collect Taxes for which You are responsible under this clause, We will invoice You for an additional amount equal to the Tax payable on the supply to You, and You will pay that amount at the same time as the Fees are payable, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority.

4.6.3.

Taxes and charges that You are not responsible for. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4.6.4.

Tax refunds or reimbursements. If either party is entitled to be reimbursed or indemnified for a cost or expense under this Agreement, the amount to be reimbursed must be reduced to the extent that the party is entitled to an input tax credit for the cost or expense.

4.7.

Future Functionality. You agree that the Fees payable are not contingent on the delivery of any future functionality or features.

5. PROPRIETARY RIGHTS AND LICENCES

5.1.

Intellectual Property Rights. We and Our licensors and Content providers (collectively, 'Licensors') are the owners and licensors of intellectual property rights in the Services and Content, as applicable. The Licensors reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights, and any future developments and enhancements to such rights. Except as expressly stated in this Agreement, no express or implied licence or right of any kind is granted to You regarding the Services or Content, or any part of the Services or Content, including any right to obtain possession of any software, source code, data or other technical material related to the Services.

5.2.

Access to and Use of Services and Content. We grant you a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services (and Content, as applicable) during the Term. You may permit Your Users to use the Services provided that Customer shall be responsible for each User's compliance with and breach of the Agreement and the Acceptable Use Policy.

5.3.

Licence to Your Data. Use of the Services will not affect Your ownership or licence rights in Your Data. We and Our Affiliates and applicable contractors may use, host, copy, store, backup, transmit, and display Your Data and any Non-Lexer Applications and program code created by You using a Service, or for use by You with the Services, so that We:

5.3.1.

Can provide the Services to You and Your Users;

5.3.2.

Can improve the Services, as long as You and any User are not publicly identifiable; and

5.3.3.

Unless expressly prohibited in a Work Order, We may use the information generated by Our provision of the Services to You for Our business purposes, including the creation of benchmarking statistics, provided that such information is aggregated and anonymised (i.e. it does not disclose any Personal Information or any information which would identify You as the source of the information),

6. PRIVACY

6.1.

Privacy Laws. Each party must at all times comply with any Privacy Laws (to the extent that either party is subject to such laws and in Our case, We must treat the information in the same manner as if the Privacy Laws were applied to Us).

6.2.

Acceptable Use Policy. Both You and We must comply with the obligations and processes set out in the Acceptable Use Policy, which is incorporated into this Agreement by reference.

6.3.

Data Processing Agreement. If required by Privacy Laws of a jurisdiction in which You or We do business, or specified in a Work Order, We will collect, use, disclose and otherwise process personal data as referenced in the Data Processing Agreement, which is incorporated into this Agreement by reference. To the extent of a conflict between this Agreement, the Acceptable Use Policy and the Data Processing Agreement, the order of precedence is set out in clause 13.9 ('Order of Precedence').

7. CONFIDENTIALITY

7.1.

Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar confidential information. The Receiving Party agrees:

7.1.1.

not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement;

7.1.2.

except as otherwise as required by law or otherwise authorised 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 consistent with this Agreement and who

are subject to confidentiality obligations no less stringent than those of the Receiving Party in this clause; and

7.1.3.

Subject to section 7.3, the Receiving Party must not disclose the terms of this Agreement or any Work Order to any third party other than its Affiliates or professional advisors without the other party's prior written consent. Where the Receiving Party makes any such disclosure to its Affiliate or professional advisor, it remains responsible for such Affiliate's or advisor's compliance with this Section 7.1.3.

7.2.

Aggregated Data. For clarity, unless You have expressly excluded the operation of clause 5.3.3 ('Benchmarking') in any Work Order, any aggregated and anonymised data created pursuant to clause 5.3.3 is not considered Confidential Information for the purposes of this clause 7.

7.3.

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by:

7.3.1.

an order of any court of competent jurisdiction, or any regulatory, judicial, government or similar body;

7.3.2.

any taxation authority of competent jurisdiction;

7.3.3.

the rules of any applicable listing authority or stock exchange; or

7.3.4.

any applicable laws or regulations,

provided the Receiving Party gives the Disclosing Party prior written 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.

8. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1.

Our Warranties. We warrant that during an applicable subscription term:

8.1.1.

We have the full legal power and authority to enter into this Agreement;

8.1.2.

this Agreement, the Work Orders and the Security Documents will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data;

8.1.3.

We will not materially decrease the overall security of the Services;

8.1.4.

the Services will perform materially in accordance with applicable Work Orders; and

8.1.5.

subject to the 'Removal of Content and Non-Lexer Applications.' clause 2.4 above, We will not materially decrease the overall functionality of the Services.

8.2.

Exceptions to Our Warranty. The warranties We give in clause 8.2 above do not apply to performance issues of the Services resulting from:

8.2.1.

Content provided by or passed through You or third parties in connection with the Services (including Your Data);

8.2.2.

Your data structures, operating environment, equipment or other technology;

8.2.3.

the use or combination of the Services with any other software, services or hardware not supported by Us;

8.2.4.

causes external to the Services, such as problems with the hardware, network or other infrastructure with which the Services are used;

8.2.5.

unauthorised or improper use of the Services (including in breach of Our Acceptable Use Policy);

8.2.6.

any modification of the Services by You or its Your Users; or

8.2.7.

third party components incorporated into the Services, including open source software.

8.3.

Remedy for breach of Our warranty. For any breach of Our warranties above, Your exclusive remedies are those described in clauses 11.3 ('Termination') and 11.4 ('Refund or Payment upon Termination') sections below.

8.4.

Your Representations and Warranties. You represent and warrant that:

8.4.1.

You have the legal power and authority to validly enter into this Agreement;

8.4.2.

You will comply with all applicable laws, including those governing Your use of any cookies or other tracking technologies;

8.4.3.

Your Data and use of Your Data:

8.4.3.1.

will not infringe, misappropriate, or otherwise violate the Intellectual Property Rights or other rights of any third party;

8.4.3.2.

will not constitute defamation, invasion of privacy or publicity, or otherwise violate any similar rights of any third party; and

8.4.3.3.

will not be used in any illegal activity or promote illegal activities, including, without limitation, in a manner that might be illegal or harmful to any person or entity;

8.4.4.

You will not distribute, share, or facilitate the distribution of unauthorised data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; and

8.4.5.

If We inform You that a specified activity or purpose is prohibited, You will ensure that any and all end users immediately cease processing of any such data for the prohibited activity or purpose.

8.5.

Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, TITLE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES AND CONTENT ARE PROVIDED 'AS IS,' EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THIS CLAUSE, WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR BE ERROR FREE.

9. INDEMNITIES

9.1.

Indemnity for a Claim Against You. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service used in accordance with this Agreement infringes or misappropriates such third party's Australian or US intellectual property rights (a 'Claim Against You'). We indemnify You from any damages, attorney fees and costs finally awarded against You as a result of a Claim Against You, provided You:

9.1.1.

promptly give Us written notice of the Claim Against You;

9.1.2.

give Us sole control of the defence and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability or does not impose any liability, obligation or restriction on You); and

9.1.3.

give Us all reasonable assistance, at Our expense.

9.2.

Remedy for a third party claim. If We receive information or an allegation of infringement of third party intellectual property rights or related misappropriation claim related to a Service, whether a Claim Against You or otherwise, We may, in Our discretion, and at no cost to You:

9.2.1.

modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under clause 9.2 ('Our Warranties') above,

9.2.2.

obtain a licence from the third party permitting Your continued use of that Service in accordance with this Agreement; or

9.2.3.

terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees covering the remainder of the term of the terminated Services.

9.3.

Exceptions to remedies for third party claims. The defence and indemnification obligations in clauses 9.1 ('Indemnity for a Claim Against You') and 9.2 ('Remedy for a third party claim') above do not apply to the extent a Claim Against You arises from any circumstances listed in clauses 9.3.1 to 9.3.7 above.

9.4.

Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of

Your Data or information provided by You, or Your use of any of Your Data infringes or misappropriates such third party's intellectual property or privacy rights, or arising from any alleged fact that would constitute a breach of the Agreement, or Your use of the Services or Content in violation of the Agreement, the Acceptable Use Policy, Work Order or applicable law (each a 'Claim Against Us'). You indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We:

9.4.1.

promptly give You written notice of the Claim Against Us;

9.4.2.

give You sole control of the defence and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability or does not impose any liability, obligation or restriction on Us);

9.4.3.

give You all reasonable assistance, at Your expense. We may participate with Our own counsel, at Our own expense.

9.5.

Exclusive Remedy. This clause 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this clause 9.

10. LIMITATION OF LIABILITY

10.1.

Limitation of Liability. IN NO EVENT WILL OUR (OR OUR AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY, REGARDLESS OF THE BASIS OF THE CLAIM.

10.2.

Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS

AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.3.

Exclusions. The following are not subject to the limitation in clause 10.1 and the exclusion in clause 10.2:

10.3.1.

a party's indemnification payments set out in clause 9 ('Indemnities'); and

10.3.2.

damages that cannot be limited under applicable law.

11. TERM AND TERMINATION

11.1.

Term of Agreement. This Agreement commences on the Commencement Date specified in a Work Order, or otherwise on the date You sign or confirm acceptance, and continues until all subscriptions and Work Orders have expired or been terminated.

11.2.

Term of Subscriptions. The term of each subscription shall be as specified in the applicable Work Order.

11.3.

Termination. A party ('Terminating Party') may terminate any individual Work Order or this Agreement:

11.3.1.

upon 30 days written notice to the other party of a material breach (including, but not limited to, breach of warranty) if such breach remains uncured at the expiration of such period;

11.3.2.

immediately, 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; or

11.3.3.

immediately, if the other party is acquired by, sells substantially all of its assets to, or undergoes a change of control (more than 50% ownership) in favour of, a direct competitor of the Terminating Party

11.4.

Our Termination rights. In addition to the mutual rights of termination in clause 11.3, We may terminate any individual Work Order or this Agreement:

11.4.1.

if the optional term 4.3 ('Optional clause for credit card or debit card purchases') applies, for non-payment of Fees by reason of a declined or expired credit card, or incorrect direct debit details, lasting longer than 14 days; or

11.4.2.

as set out in clause 9.2 ('Remedy for a third party claim').

11.5.

Effect of Termination. Immediately upon expiration or termination of this Agreement for any reason, You will stop using all Services and will delete all Content from Your systems and any applicable Non-Lexer Applications (including, without limitation, audiences created in whole or in part using Content).

11.6.

Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3, We will refund You any prepaid Fees covering the remainder of the term of all Work Orders after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3 or 12.4, no refund for prepaid Fees will be payable, and You must pay any unpaid Fees covering the remainder of the subscription term of all active Work Orders.

11.7.

Your Data Portability and Deletion. We will make Your Data available to You in its original format, without modifications or enrichments, for export or download within 30 days of the effective date of termination, on Your written request. After this 30-day period, We will have no obligation to maintain or provide any Your Data, and We will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless We are legally prohibited from doing so.

11.8.

Surviving Provisions. Clauses 2.4 ('Removal of Content and Non-Lexer Applications'), 4 ('Fees, Payment and Taxes'), 5 ('Proprietary Rights and Licences'), 7 ('Confidentiality'), 8 ('Warranties, Exclusive Remedies and Disclaimers'), 9 ('Indemnities'), 10 ('Limitation of Liability'), 11.5 ('Effect of Termination'), 11.6 ('Refund or Payment upon Termination'), 11.7 ('Your Data Portability and Deletion'), this clause 11.8 ('Surviving Provisions'), 12 ('Audit') and 13 ('General Provisions') will survive any termination or expiration of this Agreement.

11.9.

Force Majeure. We aren't liable to You for any failure or delay in performance of any of Our obligations under this Agreement arising out of any event or circumstance beyond our reasonable control.

11.10.

Suspension of Services. We may suspend Your use of the Services (without a right to a credit or refund) for Your failure to comply with our Acceptable Use Policy, for so long as such failure is continuing. If You fail to rectify the conduct giving rise to the suspension of Services after reasonable requests from Us, We may terminate in accordance with clause 11.3.

12. AUDIT

12.1.

This clause only applies to You if it is specified in a Work Order that You will licence Third Party Products from us, as specified in a Work Order. Subject to Our provision of reasonable notice to You, You must allow Us and person(s) authorised by Us, access to Your premises, both during the Term and for a period of six months after the termination or expiry of the Agreement, to inspect the records maintained by You in connection with the Agreement and the data then held by You, for the purpose of enabling Us to verify Your compliance with the requirements of this Agreement. You must provide such cooperation and assistance as We reasonably require in relation to the performance of any inspection under this clause. We will be responsible for all third party costs associated with compliance with this clause 12.

13. GENERAL

13.1.

Governing Law. This Agreement is governed by the laws of the jurisdiction specified in a Work Order, excluding conflicts of laws principles.

13.2.

Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon delivery by e-mail to the email address identified in the applicable (or most recent) Work Order.

13.3.

Notices recipient. Billing-related notices to You will be addressed to the relevant billing contact designated by You in the Work Order. All other notices to You will be addressed to the relevant Services system administrator designated by You.

13.4.

Dispute Resolution. If We are unable to resolve Your complaint to Your satisfaction (or if we haven't been able to resolve a dispute We have with You after attempting to do so informally), You and We agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any

purported class or representative proceeding. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for:

13.4.1.

Interlocutory or interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights; or

13.4.2.

determining the validity or ownership of any copyright or patent owned or asserted by a party or its Affiliates.

13.5.

Affiliates. By directly entering into a Work Order with Us, any Affiliate of Yours agrees to be bound by the terms of this Agreement as if it were an original party hereto.

13.6.

Export Compliance. You agree not to export, re-export, or transfer, directly or indirectly, any software, technology or information forming a part of the Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction.

13.7.

Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our legal department at legal@lexer.io.

13.8.

Entire Agreement . This Agreement (for clarity, inclusive of modules (A) to (E) as set out in Figure 1) is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any term or condition stated in Your purchase order or in any other of Your order documentation (other than a Work Order) that attempts to supersede or impose obligations on Us other than under this Agreement is void.

13.9.

Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be, in order:

13.9.1.

any Work Order (A);

13.9.2.

the Data Processing Agreement (E) (if applicable);

13.9.3.

Schedules (C);

13.9.4.

the Master Services Agreement (B);

13.9.5.

Acceptable Use Policy (D); and

13.9.6.

any other document published on lexer.io/legal from time to time.

13.10.

Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld).

Notwithstanding this general requirement, a party ('Assigning Party') may assign this Agreement in its entirety (together with all Work Orders), without the other party's ('Remaining Party') consent, to an Assigning Party's Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of an Assigning Party's assets, unless the acquiring party is a competitor to the Remaining Party. This Agreement will bind and inure to the benefit of the parties, their permitted successors and assigns.

13.11.

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

13.12.

Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.13.

Variation. We may amend the Agreement from time to time for any reason. When material modifications are made to this Agreement, We may (and where required by law, will) send an email to you at the last email address you provided to us pursuant to the Agreement to provide an updated copy of the Agreement. We may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK OUR WEBSITE TO VIEW THE THEN-CURRENT TERMS.

13.14.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13. DEFINITIONS

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Acceptable Use Policy means the Acceptable Use Policy, compliance terms, features, restrictions and notices associated with providing the Lexer Services, as updated from time to time, at <https://www.lexer.io/legal>.

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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;

-

Agreement means this Master Services Agreement (B), plus associated Work Orders (A), any Schedules (C) and, as well as the Acceptable Use Policy (D) and Data Processing Agreement (E) (if stated as applicable in a Work Order), and as updated from time to time;

-

Confidential Information means all information disclosed by a party ('Disclosing Party') to the other party ('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.

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Your Confidential Information includes Your Data;

-

Our Confidential Information includes the Services and Content; and

-

Confidential Information of each party includes the terms and conditions of this Agreement and all Work Orders (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:

-

is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;

-

was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;

— is received from a third party without breach of any obligation owed to the Disclosing Party; or

— was independently developed by the Receiving Party;

•

Content means information obtained by Us from publicly available sources or third party content providers and made available to You through the Services, or pursuant to a Work Order, as more fully described in the Acceptable Use Policy;

•

Customer means an individual or business that has purchased goods or services from You;

•

Data Processing Agreement means Our Data Processing Agreement as published on <https://lexer.io/data-processing-addendum>;

•

External Services means websites, products or services not operated by Us and not subject to this Agreement;

•

Fee means the fees (both fixed and variable) which are payable in respect of Services as defined in the relevant Work Order;

•

Non-Lexer Application means a Web-based, mobile, offline or other software application functionality that is provided by You or a third party and interoperates with a Service;

•

Personal Information means information or data which can or may reasonably identify an individual, as may be defined (whether using the term ‘personal information’, ‘personal data’ or otherwise) in the Privacy Law;

•

Planned Downtime has the meaning set out in the Acceptable Use Policy;

•

Privacy Law means laws regarding privacy (as amended and updated from time to time) in any applicable jurisdiction and includes, without limitation, *the Privacy Act 1988 (Cth) (Australia)*, *the EU General Data Protection Regulation (Regulation 2016/679) (GDPR) (Europe)*, *California Consumer Privacy Act of 2018*, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations (CCPA) (California, US), as applicable;

•

Security Documents means the security policies, terms and notices associated with providing the Lexer Services, as updated from time to time, accessible via <https://www.lexer.io/trust-and-compliance/>;

•

Services means the products and services that are ordered by You under a Work Order and made available online by Us, including associated Lexer offline or mobile components. Services expressly excludes Content and Non-Lexer Applications;

•

Special Conditions means any agreed special conditions listed in Schedule 3 and as incorporated into a Work Order and this Agreement;

•

Tax or **Taxes** means 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;

•

Term refers to the term of this Agreement as set out in clause 11.1, with the exception that a 'subscription term' may relate to a shorter period of a subscription licence as set out in a Work Order (generally one year, unless expressly stated otherwise);

•

User means an individual who is authorised by You to use a Service, for whom You have purchased a subscription, and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilising authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business;

•

We, Us or **Our** means the Lexer entity specified in a Work Order;

•

Work Order means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us;

•

You or **Your** means the business, company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity;

•

Your Data means all data and information submitted by or for You to the Services, excluding Content and Non-Lexer Applications.