



Terms and Conditions of Service

WELCOME TO TIMBR.AI!

IMPORTANT, READ CAREFULLY: YOUR (HEREINAFTER “**YOU**” OR “**YOUR**”) USE OF AND ACCESS TO THE SERVICE (AND ASSOCIATED SOFTWARE) (COLLECTIVELY, THE “**SERVICE**” OR “**SERVICES**”) OF WP SEMANTIX LTD (AKA TIMBR.AI) (“**TIMBR.AI**”) IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY REGISTERING FOR, ACCESSING, OR USING THE SERVICE, YOU AGREE TO THESE TERMS AND CONDITIONS AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE “**AGREEMENT**”), AND TO THE PRIVACY POLICY (timbr.ai/legal/privacy-policy/). IF YOU ARE USING THE SERVICE ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS. THE TIMBR.AI SERVICE IS NOT AVAILABLE TO PERSONS OR ENTITIES WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS.

WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF YOU SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE SUBSCRIBED TO A TIMBR.AI SERVICE, TIMBR.AI’S ACCEPTANCE OF YOUR SUBSCRIPTION IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THE TERMS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. THIS AGREEMENT SUPERSEDES ANY PREVIOUS VERBAL OR WRITTEN AGREEMENTS.

Pursuant to this Agreement, Timbr.ai will provide the Service, and You may access and use the Service, in accordance with this Agreement. If You order the Service through an authorized reseller via a purchase page accessed in Timbr.ai’s website or order form executed between You and the authorized reseller or directly from Timbr.ai via a purchase page accessed in Timbr.ai’s website or using an order form of Timbr.ai (each an “**Order Form**”), the Order Form may contain additional terms and conditions and information regarding the Service You are ordering.

1. THE SERVICE

1.1 The Service is a semantic graph solution provisioned via a cloud vendor’s “**Cloud Infrastructure**” (the computing, storage, networking, and other hardware and software infrastructure). It is designed to enable You to virtually integrate, model and map Your data, and to enable consumption of Your data (together with all other information data that You make accessible to Timbr.ai, “**Content**”).

1.2 Timbr.ai provides You a right and permission to use the Service subject to a valid subscription (“**Subscription Services**”), pursuant to the terms of the Purchasing Webpage or Order Form, or subject to free evaluation terms, as further detailed below.

1.3. **Account Creation:** You must register an account to use the Service. You agree to provide accurate and complete information.

1.4. **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

1.5 Upon Your subscription to the Service, Timbr.ai will grant You access to the Service or certain parts of it, which will allow Timbr.ai or You to add end-user accounts (“**Permitted Users**”) and to control or manage certain features of the Service. Permitted Users’ access to the Service is limited and personal. You are responsible for actions taken by Permitted Users or by anyone using Your accounts and passwords.

1.6 Timbr.ai uses commercially reasonable efforts to maintain the highest Service availability. However, Timbr.ai cannot guarantee that the Service will operate in an uninterrupted or error-free manner. Timbr.ai performs Service maintenance and uses commercially reasonable effort to schedule system down-time to off-peak hours and to avoid service interruptions and delays.

1.7 The Service does not provide any content and may provide limited, temporary storage for Content created by You while using the Service. Throughout and following Your use of the Service, You shall retain sole ownership of all rights, rights of usage, title and interest in and to Your Content.

1.8 The Service may include at Your option the contract of professional services specified in an Order Form, which may include, without limitation, implementation, configuration, consulting, and training services (“**Professional Services**”).

1.9 The Service includes "**Technical Support Services**", meaning the current technical support services offering, as described on Timbr.ai’s website (timbr.ai). Unless otherwise specified in the applicable Order Form, our Basic support package applies to the Subscription Services.

2. EVALUATION PERIOD

If the Order Form includes the purchase of evaluation services, Timbr.ai will make the Service or any part of it available to You on an evaluation basis until the earlier of (i) the end of the applicable evaluation period pursuant to the Order Form, (ii) Your purchase of a Service subscription, or (iii) any termination of the evaluation by the authorized reseller or Timbr.ai as applicable, for any reason, or for no reason at all, by sending You a termination notice with immediate effect.

3. DATA SECURITY

3.1 Timbr.ai will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Timbr.ai will notify You if it becomes aware of unauthorized access to Content. Timbr.ai will not access, view or

process Content except (a) as provided for in this Agreement and in Timbr.ai's privacy policy ("**Privacy Policy**"); (b) as authorized or instructed by you, (c) as required to perform its obligations under this Agreement; or (d) as required by applicable law. Timbr.ai has no other obligations with respect to Content.

3.2 The terms of the Timbr.ai Data Processing Addendum ("**DPA**") are incorporated by reference to this Agreement and apply to the processing of personal information which is part of Your Content.

4. YOUR COMMITMENTS

4.1 You assume full responsibility for You and Your Permitted Users' use of the Service in accordance with this Agreement and with applicable local, state, federal, national and international laws, regulations and treaties, and warrant that You have obtained all rights in the Content to authorize Timbr.ai to input, process, distribute and display the Content as contemplated by the Agreement.

4.2 You will not, and ensure that Your Permitted Users will not, use the Service or Content for any use or purpose that: (i) is obscene, libelous, blasphemous, defamatory, inciting hatred, terrorism or any similar offense; (ii) infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); (iii) is in violation or may encourage any manner of acting that would violate any applicable local, state, national and foreign laws, treaties and regulations; or (iv) may drive or encourage any third party to do any of the above.

4.3 You will not, and will ensure that Your Permitted Users will not: (i) use the Service for non-business uses or abuse the Service; (ii) resell, transfer, grant others permission to use the Service, pledge, lease, rent, or share Your rights under this Agreement (including without limitation to any of Your affiliates); (iii) modify, remove or amend Timbr.ai's name or logo, update, reproduce, duplicate, copy all or any part of the Service; (iv) make any of the Service available to anyone other than Your employees and consultants for use for Your benefit as intended pursuant to this Agreement, or use any Service or Content for the benefit of anyone other than you; (v) use the Service in any way that restricts or inhibits the use of the Service; (vi) access or attempt to access any of Timbr.ai's systems, programs or data that are not made available for public use, or attempt to bypass any registration processes on the Service or any of the Service's security and traffic management devices; or (vii) attempt to decompile, disassemble, re-engineer or reverse engineer the Service or otherwise create or attempt to create or permit, allow, or assist others to extract source code of the Service, its structural framework or allow or facilitate a third party, to violate or infringe any rights of Timbr.ai's or others or Timbr.ai policies or the operational or security mechanisms of the Service.

4.4 When using the Service in conjunction with other third-party services, You will comply with the terms of service of such third-party services. Timbr.ai shall not be liable for any termination, breach of terms or suspension of service resulting from Your use of the Service.

4.5 You may not access or use the Service if You are a direct competitor of Timbr.ai, or for monitoring the Service's availability, performance or functionality, or for any other benchmarking or competitive purposes.

4.6 You are solely responsible for the provision of the Content's storage in a format accessible by the Service as indicated on the www.timbr.ai website.

4.7 You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Content and Your Authorized User's data. You will provide accurate, current and complete information required to enable Your Authorized Users on the Cloud Infrastructure, and to maintain the accuracy of such information during the Use of the Product and Services. You will require Authorized Users to maintain proper password security, and for maintaining the confidentiality of Your account. Without limiting any other responsibilities, You have under these Terms, You are responsible for the actions of Your Authorized Users, of anybody accessing the Cloud Infrastructure using the credentials of any Authorized User, and of any other individuals to whom You have given access to the Product or Services. You will not, and will not permit or enable others to, access or attempt to access any accounts or data on the Cloud Infrastructure, other than those explicitly belonging to You or provided by us for Your use.

5. FEES AND PAYMENT

5.1. **Subscription Plans:** Access to the Service requires payment for a subscription (the "**Subscription Fees**"). Details of available plans (the "**Plans**" or a "**Plan**") and pricing can be found [here](#).

5.2 Except to the extent otherwise expressly stated in this Agreement or in an Order Form, all obligations to pay Subscription Fees are non-cancelable and all payments are non-refundable. The term specified in a Plan or Order Form is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on purchase of the Services in the specified quantity and configuration for the entire term (or applicable renewal term). Unless otherwise specified in a Plan or the Order Form (a) Subscription Fees and fees for any Professional Services, Technical Support Services, and other Services are due in advance; (b) for Enterprise Plans, all invoiced amounts are due in full within 30 days from the invoice date (regardless of the date of approval of any purchase order); and (c) Subscription Fees for each renewal term will be invoiced and payable at Timbr.ai's rates in effect at the time of renewal. Notwithstanding anything to the contrary, any renewal of Subscription Services at a lower volume or for a changed configuration will result in re-pricing at renewal without regard to the prior term's per-unit pricing. Any purchase order You submit is for Your own internal purposes and any purchase order terms that add to or in any way conflict with the terms of this

Agreement or the applicable Order Form are rejected and will have no effect. For Enterprise Plans, at Your request, we will reference the purchase order number on our invoices (solely for Your administrative convenience), so long as You provide us with the purchase order number at least 15 days before the invoice date. The charges in an invoice will be considered accepted by You unless we are notified of a good faith dispute in writing within 15 days of the date of the invoice. Unless expressly provided otherwise, all amounts payable under this Agreement are denominated and must be paid in United States dollars. You must provide accurate and complete billing information and keep all such information current.

5.3 If You use a credit card to set up an account or pay for any of the Services, You must be authorized to use the credit card information that You enter when You create the billing account. You authorize us to charge Your credit card for the Services for the initial term and any renewal terms, plus a reasonable processing fee. We may charge Your credit card (a) in advance; (b) at the time of purchase; (c) shortly after purchase; and/or (d) on a recurring basis for a subscription to the Subscription Services. If You set up a Free Trial using a credit card, You agree that we may automatically charge Your credit card the applicable Subscription Fees plus a reasonable processing fee when the Free Trial ends unless You cancel Your subscription before the end of the Free Trial.

5.4 Without limiting our other rights or remedies, any amount not subject to a good faith dispute and not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded monthly from the date due until the date paid, and You will reimburse us for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by us to collect any such amount. Amounts due from You under this Agreement or a Service Order may not be withheld or offset by You against amounts due to You for any reason.

5.5 Your Subscription Fees are exclusive of taxes, levies, duties or similar governmental assessments of any kind (excluding taxes based on Timbr.ai's income, property and employees). You will be responsible for paying any and all such taxes.

5.6 Timbr.ai or the authorized reseller, as applicable, reserves the right to modify the Subscription Fees for the Service under one or more Plans or Order Forms, effective upon commencement of the next renewal subscription term of the relevant Plan(s) or Order Form(s), by notification provided to You by Timbr.ai or the authorized Reseller, as applicable, of such change in writing at least 30 days before the end of the then-current Subscription Term.

5.7 Professional Services are contracted on a time basis in multiples of 5 hrs. chunks which must be paid for in advance ("**Professional Services Fees**"). Upon contracting the Professional Services, You shall receive via email the instructions on how to schedule a consultation. Consultation sessions are accounted in 1 hr. slot multiples, with an allowance of a maximum of 15 minutes excess. Following an hour of a consultation, any number of minutes beyond 15 min, and up to 60 min. shall account as an additional hour. Timbr.ai shall provide timely reports of consumption. Except to the extent otherwise expressly stated in this Agreement or in an Order

Form, all obligations to pay Professional Services Fees are non-cancelable and all payments are non-refundable.

6. PROPRIETARY RIGHTS; YOUR FEEDBACK

6.1 Timbr.ai retains all rights, title, and interest in the Service, including but not limited to software, trademarks, and other intellectual property. Use of the Service does not grant you any ownership rights. All parts of the Service are protected by copyrights, trademarks, service marks, patents or other proprietary rights, as a collective work or compilation, pursuant to laws and international conventions. Except for Your Content, all rights to the Service and derivatives thereof are retained by Timbr.ai. In addition, Timbr.ai retains all rights to aggregated and anonymous data derived from Your use of the Service, with the understanding that such data will not be identifiable as belonging to or emanating from You nor will such data contain information that directly or indirectly identifies You or any other person (natural or otherwise).

6.2 Timbr.ai makes no claim of ownership as to Your Content, the trademarks of any third party linked or displayed on the Service, or with respect to any publisher or publication mentioned on the Service.

6.3 In the course of using the Service, You or Your Permitted Users may provide Timbr.ai with feedback and suggestions regarding the Service. You hereby assign to Timbr.ai ownership in all such feedback and suggestions and all rights therein, without any royalty or accounting obligations to you.

7. LINKS TO OTHER WEBSITES AND APPLICATIONS

The Service may contain links and references to websites and applications of others. Timbr.ai may, from time to time, at our sole discretion, add or remove links. Timbr.ai has no control over these third-party websites and applications, Timbr.ai does not endorse, sponsor or confirm their content and Timbr.ai is not responsible or liable for any communication or transaction that You make with them.

8. WARRANTIES; DISCLAIMER

8.1 Each of You and Timbr.ai represent, warrant and covenant to the other that: (a) it has the full corporate right, power and authority to enter into and perform this Agreement, and such execution and performance does not and will not violate any other agreement to which it is a party, and (b) this Agreement constitutes its legal, valid and binding obligation.

8.2 The Service, when used in accordance with this Agreement, will perform in all material respects as specified in Section 1 above. Your sole and exclusive remedy under such warranty shall be for Timbr.ai to use commercially reasonable efforts to correct or to replace the affected Service with a component or service of similar functionality. The above warranty is conditioned upon You notifying Timbr.ai in writing within 30 days of discovery of any alleged defect in the

Service together with a documented example of such defect. This warranty shall not apply to any portion of the Service that (a) have been subject to abuse or misuse, (b) is used in combination with any other products, process, equipment or software not furnished by Timbr.ai, (c) is related to a virus, worms and the like that has not been introduced by Timbr.ai, or (d) was used without authorization.

8.3 EXCEPT AS EXPRESSLY PROVIDED ABOVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO (I) THE SERVICE MEETING YOUR REQUIREMENTS, OR BEING UNINTERRUPTED, CONTINUOUS, TIMELY, OR ERROR OR VIRUS FREE; (II) WHETHER YOUR USE OF THE SERVICE OR THE CONTENT WILL GENERATE ANY RESULTS OR CONSEQUENCES; OR (III) WHETHER YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION.

8.4 NOTWITHSTANDING, DURING AN EVALUATION PERIOD, TIMBR.AI PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES AND REPRESENTATIONS.

9. PRIVACY AND OTHER POLICIES

Use of the Service is also subject to Timbr.ai's Policy and You consent to the collection, use, and sharing of your data as described in the Privacy Policy. The Privacy Policy, and all additional policies posted on noticed Timbr.ai's website are incorporated into this Agreement by this reference. Additionally, You understand and agree that Timbr.ai may contact You via e-mail or otherwise with information relevant to Your use of the Service, regardless of whether You have opted out of receiving marketing communications or notices.

10. CONFIDENTIALITY

10.1 "**Confidential Information**" means all information provided by a party to other 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, and excluding any information that was or has become publicly available without the receiving party's actions or inactions. Timbr.ai's confidential information includes, without limitation, the Service's features, functionality and performance and Your view of the Service. Your Confidential Information includes, without limitation, the Content.

10.2 Each party will hold the other party's Confidential Information in strict confidence, use it only subject to the terms of this Agreement, allow its use only by the receiving party's employees and consultants who have signed in advance a confidentiality agreement containing terms similar to this Agreement and on a need-to-know basis and pursuant to the terms of this Agreement, not make the other party's Confidential Information available to any third party unless to the extent required by applicable law, implement adequate security measures to

ensure against unauthorized access to, use or copying of the other party's Confidential Information, and notify the other party in writing of any misuse of misappropriation of the other party's Confidential Information of which the receiving party may become aware; in each case without derogating from the terms of the Timbr.ai Privacy Policy.

11. TERM AND TERMINATION

11.1 The initial subscription term of the Agreement will be as set forth in the selected Plan, and for Enterprise Plans, as stated in the Order Form (with any renewal subscription terms, the "**Subscription Term**").

11.2 You may cancel your subscription at any time through your account settings. Cancellation will come to effect at the end of the then current Subscription Term the ("**Expiration**").

11.2 Timbr.ai may terminate this Agreement if You (i) materially breached this Agreement and has not cured such breach within 30 days after receiving notice (if curable), without prejudice and in addition to any right or remedy that Timbr.ai may have under this Agreement or the applicable law, or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Upon termination or Expiration of this Agreement; (a) You will cease use of the Service and all rights granted to You under this Agreement will terminate; (b) upon written request, we directly or via the authorized Reseller will make Your Content, if any, available for You to download, or export within 30 days following such termination, and (c) Sections 4.1, 5, 6, 8, 10, 11 through 14, 17, 19 and 20 survive termination of the Agreement. Thereafter, Timbr.ai will be under no obligation to maintain Your Content or make it available to You and Timbr.ai may delete any of Your Content.

11.5 In the event of a termination due to uncured breach by Timbr.ai pursuant to Section 11.2, Timbr.ai will refund the remaining Subscription Fees until the end of the Subscription Term.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, (i) UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE; AND (ii) EXCLUDING LIABILITY FOR A BREACH OF SECTION 10 (CONFIDENTIALITY), YOUR PAYMENT OBLIGATIONS AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 (INDEMNIFICATION), EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE WILL NOT EXCEED THE FEES ACTUALLY RECEIVED BY TIMBR.AI FROM YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM. THE ABOVE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF

ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

13. LIMITATION OF CLAIMS

Any claim or cause of action arising out of or related to use of the Service or to the Agreement must be filed within two years after such claim or cause of action arose or be forever barred.

14. INDEMNIFICATION

14.1 Timbr.ai will indemnify, defend and hold harmless you, Your officers, directors, employees, agents and affiliates from and against all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees) that You incur in responding to a third-party claim or demand ("Claim") alleging that the Service (excluding any Content) infringes or misappropriates any third party's trademark, United States patent, copyright or trade secret. If a court of competent jurisdiction or Timbr.ai reasonably determines that any such claim prevails or is likely to prevail, Timbr.ai may, at Timbr.ai's sole discretion and expense: (a) procure the right for You to continue to use the Service; (b) replace or modify the applicable Service so that it no longer infringes or misappropriates, as applicable, such patent or copyright; or (c) terminate this Agreement and refund You any prepaid Subscription Fees for the period subsequent to such termination, on a pro-rated basis.

14.2 You will indemnify, defend and hold harmless Timbr.ai, its officers, directors, employees, agents and affiliates, from and against all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims with respect to Your use of the Service, including without limitation Your Content and any claims against Timbr.ai by Your employees, users, consultants, customers, service providers or the like in connection with their use of the Service, and excluding Timbr.ai's indemnification obligations pursuant to the paragraph immediately above.

14.3 As a condition to such indemnification each of You and Timbr.ai will provide the other with written notice of such claim. Neither Timbr.ai nor You will enter into any settlement or compromise of any such claim without the indemnifying party's prior written consent. The indemnifying party may assume the exclusive defense and control of any matter subject to indemnification. In all events, each of Timbr.ai and You will cooperate with the other in the defense of any claim.

15. FEDERAL GOVERNMENT END USE PROVISIONS

Timbr.ai provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. If a government agency has a need for rights not conveyed

under these terms, it must negotiate with Timbr.ai to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

16. COPYRIGHT PROTECTION – DIGITAL MILLENNIUM COPYRIGHT ACT

16.1 Timbr.ai respects the rights of copyright owners and expect Timbr.ai users to do the same. If You are a copyright work owner or an agent thereof, and You believe any content submitted to and hosted on the Service infringes Your copyrights, You may submit a notification pursuant to the U.S. Digital Millennium Copyright Act (“**DMCA**”) by providing the Timbr.ai Designated Copyright Agent with the following information in writing (“**Notice**”):

16.1.1 sufficient details to enable identification of the copyrighted work that has been allegedly infringed, if multiple copyrighted works are claimed to be infringed, a representative list of such works;

16.1.2 a description of where the content that You claim is infringing is located on the Service; Your contact information at which You may be contacted (for example, Your address, telephone number, and email address);

16.1.3 a statement that You have a good faith belief that the use of the content identified in the Notice is not authorized by the copyright owner, its agent, or the law;

16.1.4 a statement, under penalty of perjury, that the information in the Notice is accurate and that You are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and

16.2 Following receipt of Your Notice, Timbr.ai will take whatever action as Timbr.ai deems appropriate, including removal of the challenged content from the Service. Timbr.ai may ask You to provide further or supplemental information, prior to removing any content, as Timbr.ai deems necessary to comply with the provisions of the DMCA. It is Timbr.ai’s policy to respond only to Notices of alleged infringement that comply with the provisions of this section.

16.3 Timbr.ai’s Designated Copyright Agent for notices of claims of copyright infringement may be reached as follows:

Copyright Agent, Timbr.ai, Chief Legal Officer, subject line: Copyright Agent, email: help@timbr.ai.

17. GOVERNING LAW AND EXCLUSIVE COURTS

This Agreement is governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of England and Wales.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be London, UK, except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court where such infringement has occurred. EACH PARTY WAIVES ANY OBJECTION (ON THE GROUNDS OF LACK OF JURISDICTION, FORUM NON CONVENIENS OR OTHERWISE) TO THE EXERCISE OF SUCH JURISDICTION OVER IT BY ANY SUCH COURTS.

18. FORCE MAJEURE

Neither party will be deemed to be in breach of this Agreement for any failure caused by reasons beyond a party's reasonable control (including without limitation acts of God, war or civil disturbance), and it will notify the other party as soon as practicable in writing of such failure.

19. INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Timbr.ai, its affiliates, suppliers and any other party authorized by Timbr.ai to resell, distribute, or promote the Service ("**Resellers**"), and under such circumstances Timbr.ai, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

20. GENERAL

20.1 The Service and the provision and any derivatives thereof is subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("*Trade Restrictions*"). Based on the foregoing:

You shall comply with all applicable Trade Restrictions. In addition, You represent that You are not a Restricted Party, nor are You owned or controlled by, or acting on behalf of any person or entity that is a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>; or (ii) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and EU Dual-Use Regulation EC 428/2009.

You acknowledge and agree that You are solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Affiliates' or Authorized Users' content or other data transmitted through the Service. You shall not and shall not permit any Authorized User to access, use, or make the Service available to or by any Restricted Party or to or from within in a country or territory subject to comprehensive U.S. sanctions (currently including, but not limited to, Cuba, the Crimea region of the Ukraine, Iran, North Korea, and Syria).

20.2 In connection with the services performed under this Agreement and Your use of the Service, You agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

20.3 The Timbr.ai software (including the Service) is commercial computer software, and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the Service is acquired by or on behalf of a civilian agency, Timbr.ai provides the commercial computer software and/or commercial computer software Documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the Service is acquired by or on behalf of any agency within the DOD, Timbr.ai provides the commercial computer software and/or commercial computer software Documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.8 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

20.4 This Agreement, the Order Form, the Privacy Policy and the DPA comprise the entire agreement between You and Timbr.ai, state Timbr.ai's and Timbr.ai's Resellers and suppliers' entire liability and Your exclusive remedy with respect to the Service, and supersede all prior agreements pertaining to subject matters of the Agreement, the Order Form, the Privacy Policy and the DPA, and You specifically confirm that You have not entered into this Agreement relying on any oral or written public comments made by Timbr.ai regarding future functionality or features of the Service. The terms of any purchase order or similar document will have no effect and are hereby rejected. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

20.5 You and Timbr.ai are independent contractors with respect to each other, and nothing in this Agreement will be construed as creating a partnership, agency, fiduciary or employment relationship or a joint venture between You and Timbr.ai.

20.6 If any provision of this Agreement is held to be contrary to law, such provision will be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.

20.7 The section titles in this Agreement are solely for convenience and have no legal or contractual significance. No provision of the Agreement will be construed against Timbr.ai but rather will be construed in a neutral manner as terms entered into by a fully informed party on a voluntary basis after opportunity to confer with advisors and legal counsel about the meaning and effects of the terms of this Agreement.

20.8 Timbr.ai reserves the right to modify these Terms at any time. Changes will be effective upon posting. Continued use of the Service constitutes acceptance of the updated Terms.

20.9 Timbr.ai suppliers are beneficiaries of the limitations, obligations and restrictions contained in this Agreement that are protective of Timbr.ai or the Service.

20.10 This Agreement, and any rights granted hereunder, may not be transferred or assigned by a party, except to a successor of all or substantially all of its business or assets (by merger or otherwise).

If You have any questions about these Terms and Conditions of Service, please contact Timbr.ai at cfo@timbr.ai