

Lightricks Ltd.

LTX

Software-as-a-Service Agreement

Last Updated: May 13, 2026

Welcome to LTX! A new set of third-party integrated artificial intelligence (“**AI**”) video production tools on a web-based platform (the “**Platform**”). This Software-as-a-Service Agreement (“**Agreement**”) is entered into by and between: (A) The business entity entering into this Agreement to gain access to use the Platform (“**Customer**”, “**you**”, “**your**”, or “**User**”) and; (B) (i) Lightricks Ltd. if the Customer is not incorporated in any state of the United States, or (ii) Lightricks US Inc., c/o Convene, 311 West Monroe Street Suite 511, Chicago, IL 60606, if the Customer is incorporated in a state of the United States (as applicable, the “**Company**”, “**Lightricks**”, “**us**” or “**we**”). Lightricks together with Customer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

The Platform is a third-party-integrated artificial intelligence-based storytelling video creation tool which allows You to create unique, custom-tailored storytelling videos that can be generated based upon terms and phrases (“**Text Cues**”), images (“**Image Cues**”), music (“**Music Cues**”), and voices or sounds (“**Sound Cues**”) that you input into or requested in the Platform.

WHEREAS, the Customer wishes to access and use the Platform, and Lightricks is willing to provide the Customer access to the Platform for Customer’s use through its Authorized Users (as defined below), under the terms and conditions set forth in this Agreement and the applicable Order Form.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreements herein contained, the Parties agree as follows:

This Agreement includes provision directed to the Authorized Users (as defined below) using the Platform (“**User Provisions**”). You are responsible for full compliance with all User Provisions by the Authorized Users. You are liable to Lightricks for any breach of the User Provisions committed by Authorized Users.

EPILEPSY WARNING. Output generated by or hosted on the Platform may contain flashing lights, flashing effects, strobes, and other effects and features that could lead to headaches, seizures, potential side effects, adverse consequences, and other health risks related to your use of the Platform (the “**Side Effects**”), which include, but are not limited to: lightheadedness, high levels of emotional stress, altered vision, eye or face twitching, loss of consciousness, seizures. If you or anyone in your household has an epileptic condition, please consult your physician before using the Platform. If you experience any Side Effects while using the Platform, please immediately discontinue your use of the Platform and consult your physician. You acknowledge and agree that Lightricks bears no responsibility for the occurrence of any of the Side Effects, and you expressly waive any claims against Lightricks for (i) the occurrence of any such Side Effects; and (ii) any consequential or incidental occurrences causing damages arising out of, or relating to, the occurrence of any such Side Effects.

ELECTRONIC NOTICES. By agreeing to this Agreement, you also agree to the use of email (“Electronic Record”) to send you legally required notices. You may withdraw your consent to use an Electronic Record by notifying us at contact@lightricks.com and indicating your withdrawal of consent, your full name and postal address. To access and retain a copy of this disclosure or the Electronic Record in which we send you any legal required notices, you will need (i) a computer with a web browser and

Internet access and (ii) either a printer or storage space on such device. To request a paper copy of this disclosure or the Electronic Record in which we send you any legal required notices, contact us at contact@lightricks.com and indicate your request, your full name and postal address. We will charge you the cost of first-class mail-international, for each paper copy you request. To update the contact details we use to contact you electronically, contact us at contact@lightricks.com and indicate your full name, your old email address and new email address. Unless stated otherwise in this Agreement or required by applicable law, you agree to send all notices to Lightricks, to: contact@lightricks.com.

1. **DEFINITIONS**

- 1.1. **"Commercial Use"** means any use of the Platform for direct or indirect commercial or business purposes or direct or indirect monetary compensation.
- 1.2. **"Input"** means any content or materials you input, import, upload, or provide to the Platform, whether that content or materials are your own or Stock Content. Input includes Text Cues, Image Cues, Music Cues, and Sound Cues.
- 1.3. **"Output"** means any content or materials created on, through, or by the Platform and made available to you.
- 1.4. **"Stock Content"** means third party content and materials licensed (whether free-of-charge or fee-based) to you to use on the Platform.
- 1.5. **"Authorized Users"** means your employees, consultants, and any other individuals who are 18 years of age or older and whom you designate and authorize to access and use the Platform.
- 1.6. **"Order Form"** means the ordering document signed by you and Lightricks which will include the scope of use of the Platform, including any use quotas, computing units, metrics or other parameters, specified in your subscription plan and the applicable Fees.

2. **LIGHTRICKS SERVICES**

- 2.1. **Right to Use.** Subject to your compliance with this Agreement, Lightricks hereby grants you a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Platform, including for Commercial Use, in accordance with and subject to the terms of the Order Form (the **"Subscription"**). Each discrete Subscription-license is to be used by only one (1) Authorized User and cannot be shared.
- 2.2. **Your Account** In order to access the Platform, you will be required to register to set-up an account (**"Account"**). You are responsible for providing up-to-date accurate information, maintaining the confidentiality and security of your Account (and user sub-accounts, if applicable) and credentials, as well as for all activities that occur in such Account. We reserve the right to delete any Output or suspend or ban your Account if we make a reasonable determination that you violated this Agreement.
- 2.3. **Advertisements and Links.** We may present on the Platform third-party advertisements and/or links that promote the products and services of third parties. These advertisements and links are not an endorsement by Lightricks the goods or services that the third parties offer, and we bear no liability for your decision relating to such goods or services. The sponsored goods and services are offered by their respective providers, are under their exclusive responsibility, and we shall have no liability for such goods or

- 2.4. Material Changes to the Platform. If we make changes that block or disrupt your ability to access or use the Platform, or if we materially derogate from the Platform's functionality, we will first provide you with a reasonable prior notice detailing these changes e.g. description of the changes, and the effective date of the changes, and your right to withdraw and terminate your relation with us with no additional cost. Notwithstanding, we may introduce changes to the Platform which do not materially reduce the functionality or performance of the Platform at any time and from time to time.
- 2.5. Repairs. On necessary occasions, Lightricks may temporarily suspend access to the Platform, for operational purposes such as maintenance, repairs, or installation of modifications. Lightricks will endeavor to provide advance notice, and minimize interruptions and suspensions of this kind. The Company assumes no liability of any kind for any consequences of such temporary suspension.
- 2.6. Data Backup. The Platform is not intended to, and will not, operate as a data storage or archiving service, and you agree not to rely on the Platform for the storage of any of your Account Input or Output whatsoever. You are solely responsible and liable for the maintenance and backup of all the content on your Account.
- 2.7. Prohibited Use. If you are or any of your Authorized Users are located in a country not listed on this webpage: <https://www.anthropic.com/supported-countries>, you and such Authorized Users may not use the Platform at all.

3. **SUBSCRIPTION & FEES**

- 3.1. Order Form. The Subscription will be purchased via an Order Form. Such Order Form will list, at a minimum, the scope of subscription, including any use quotas, computing units or other parameters, and the applicable Fees. If Customer provides a purchase order containing terms regarding the Subscription, then such terms shall have no force or effect.
- 3.2. Fees. Your Subscription is a paid subscription, and certain Stock Content is licensed to you for use on the Platform subject to payment. You agree to pay the fees and other charges associated with your Subscription as specified in the separate Order Form document you signed, and the fees and other charges associated with Stock Content you seek a license to (collectively, the "**Fees**"). If the payment plan is on a recurring-subscription basis, you agree to pay the Fees in accordance with your billing cycle. All Fees are non-refundable and non-cancellable. Unless indicated otherwise, Fees are stated in US dollars. Customer hereby authorizes Lightricks, either directly or through our payment processing service, to charge such Fees via Customer's selected payment method, upon due date or shall otherwise remit payment to Lightricks upon the due date. Lightricks reserves the right to change the Fees at any time, such change to be effective as of the next renewal cycle. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion, retry to collect at a later time, and/or suspend or cancel the Account, without notice.
- 3.3. Subscription. The Subscription term will be specified on each Order Form ("Subscription Term"). Each Subscription Term will automatically renew for additional Subscription Terms of the same length as the previous Subscription Term, unless otherwise specified in the

applicable Order Form or either party gives the other party written notice of its intent not to renew the applicable subscription (notice via email is acceptable) at least sixty (60) days prior to the end of the then-current Subscription Term. Except as expressly provided in the applicable Order Form, renewal of subscriptions will be at the then-current applicable list price (excluding any discount or other promotional offers provided for the first or preceding Subscription Term).

- 3.4. Taxes. Fees payable are exclusive of all applicable sales, use, consumption, VAT and other taxes.
- 3.5. Payment Methods and Processing. Except if otherwise set forth in the Order Form, the Fees will be transferred to the Lightricks entity identified on the Order Form within 30 days following its execution.

4. **INTELLECTUAL PROPERTY**

- 4.1. Rights in the Platform. All rights, title and interest (including without limitation all intellectual property rights) in and to the Platform, are and shall remain exclusively owned by Lightricks or its licensors. For the avoidance of doubt, the Platform is only licensed to you, and no title in the Platform passes to you. Any rights not expressly granted herein are hereby reserved by Lightricks and its licensors. You may not seek to reverse engineer the Platform, use the Platform to attempt to build a competitive or similar product or service, or otherwise infringe our rights.
- 4.2. Lightricks Brands. The trademarks and branding displayed in the Platform, as well as all associated goodwill, are and shall remain exclusively owned by Lightricks and/or its licensors (collectively, the “**Trademarks**”). Some of those Trademarks may also be registered by their respective owners. You may not use or register any trademark that is confusingly similar to any Trademarks, and you must refrain from any action that may dilute, tarnish, or damage the Trademarks or their associated goodwill.
- 4.3. Feedback. If you provide Lightricks with any feedback (e.g., questions, comments, suggestions or the like), in any media, including without limitation, in any social media platform, regarding the Platform (collectively, “**Feedback**”), all rights in such Feedback belong exclusively to Lightricks. You hereby irrevocably and unconditionally transfer and assign to Lightricks all intellectual property rights you have in such Feedback and waive any and all moral rights that you may have in respect thereto. You represent that the Feedback you provide does not include confidential information of third parties. Lightricks may use the Feedback at its sole discretion, including without limitation, for commercial use.
- 4.4. Clearance. No license or rights to use the name, image, likeness, appearance, voice, persona, sounds, or biographical information of any person, celebrity or otherwise, are granted hereunder. You may not use the Platform to generate Output that contains the name, image, likeness, appearance, voice, persona, or biographical information of any person, celebrity or otherwise, without securing clearance for such use. You shall be solely responsible and liable for determining whether releases (such as a publicity or photo release) are required in connection with any proposed use of any such content, and you shall be solely responsible and liable for obtaining all necessary releases. We do not grant any right, nor do we make any warranty, with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, or

works of art or architecture depicted in the Output. You acknowledge that some jurisdictions provide legal protection against a person's image, likeness, voice or property being used for commercial purposes when they have not provided a release.

- 4.5. Your Business Name and Logo. You grant Lightricks and its subsidiaries, affiliates, and partners a worldwide, non-exclusive, fully-paid, royalty-free, revocable license to use your business name and logo, in online and offline publications and materials, for our promotional purposes indicating that you are using the Platform. Our use will not indicate any partnership or endorsement without your specific approval. You may revoke this license grant by written notice to us.

5. **Privacy & Data Protection**

- 5.1. Each party agrees to comply with its respective obligations under privacy laws, rules, and regulations that applies to such party regarding processing of personal data (collectively, "**Privacy Legislation**") with regard to personal data transmitted, shared, disclosed or provided under this Agreement and via the Platform. In addition, and notwithstanding anything to the contrary under this Agreement, Customer shall not use any personal data unless it has determined and established a legal basis for such use, considered as lawful and legitimate under applicable Privacy Legislation.
- 5.2. We will process personal data that we may collect or obtain under this Agreement, including in connection with the Account and use of the Platform in accordance with our privacy policy available at: [Privacy Policy](#) (the "**Privacy Policy**"), as may be updated from time to time. Notwithstanding the above, with regards to personal data included in the Input and Output, the parties shall comply with the provisions of the applicable Data Processing Agreement available at: [DPA](#), incorporated herein by reference and constitute an integral part of this Agreement.

6. **INPUT AND OUTPUT**

- 6.1. Input You Provide. Lightricks reserves the right (but does not have the obligation) to remove Input you provide (which is not Stock Content) or restrict access to it on the Platform if we deem it to be in violation of this Agreement or applicable law. You are responsible for all Input you provide (which is not Stock Content), and you affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions required to use and provide such Input for use in the Platform as specified in this Agreement. In addition, Lightricks does not monitor or control what others do with the Input you provide and the Output you generate on the Platform. You are responsible for determining the limitations that are placed on that Input and Output and applying the appropriate level of access. It is your responsibility to let other users know how that Input and Output may be shared and to adjust the setting related to accessing or sharing it.
- 6.2. Grant of Rights. By entering Input into the Platform and generating Output, you grant Lightricks and its subsidiaries, affiliates, and partners a worldwide, non-exclusive, fully-paid, royalty-free, irrevocable, sublicensable and transferable license to use the Input you provide, the Output and your Account information including your or any third-party's name, voice, image, likeness, to the extent these are within the Input or Output: (i) to provide services to you in accordance with the provisions of this Agreement, including without limitation, to provide you with the Platform and any technical support; (ii) on an aggregated or otherwise anonymous basis, for improving the Platform, for analytics, and/or generally for research and development. We do not and will not use your Input or

Output to train our Machine Learning engines. The licenses set forth in this Section shall survive any termination of this Agreement by any party, for any reason.

- 6.3. Your Use of the Output. Subject to your compliance with the Agreement, you may use the Output for any Commercial Use. Your use of the Outputs is at your own risk. You are responsible for determining whether you may lawfully post or otherwise distribute any Input you provide or Output, and the Company has no obligation to evaluate, screen, or monitor any Input or Output that you post to the Platform, or elsewhere. The Company makes no representations or warranties of any kind regarding the Output or your use thereof for any purpose, including, without limitation, with respect to any User's or third party's assertion of ownership rights, copyrights, or any other interest in or to any Outputs.
- 6.4. Ownership of Input and Output. To the extent permitted by applicable law, as between you and Lightricks: (a) you retain your ownership rights in the Input you provide (excluding any Stock Content), (b) you own the Output (excluding any Stock Content or other third party materials therein). However, you further acknowledge that pursuant to applicable law, it may be the case that you have no ownership rights, including copyrights, in the AI-generated Output. Company will not resell the Output that you have created or assert any copyright in the Input you provide or Output, against you or any end users, all provided that you comply with the Agreement. If you violate the Agreement, you will lose the right to use the Output, but we may, at Company's sole discretion, provide you written notice and a reasonable opportunity to fix your violation. You understand and acknowledge that similar or identical Outputs may be created by other people using the similar or different Input, and your rights are only to the version of the Output that you have created.

7. **ADDITIONAL TERMS AND POLICIES**

- 7.1. Acceptable Use Policy. You will abide by our Acceptable Use Policy which is available at [Acceptable Use Policy](#) and is incorporated by reference into this Agreement.
- 7.2. Additional Terms of Third Parties. You will comply with the additional terms of third party technology providers, as set forth at [Third Party Terms](#), which terms are incorporated by reference into this Agreement.
- 7.3. DMCA and DSA Policy. It is Lightricks' policy to respect the rights of copyright owners, and we will respond to notices of copyright infringement in accordance with our *DMCA and DSA Policy*, which is available at [LTX DMCA DSA Policy](#) and is incorporated by reference into this Agreement.

8. **DISCLAIMER OF WARRANTIES; INDEMNITY**

- 8.1. LIGHTRICKS REPRESENTS AND WARRANTS THAT: (I) TO THE BEST OF LIGHTRICKS' KNOWLEDGE, THE PLATFORM DOES NOT CURRENTLY CONTAIN WILL NOT CONTAIN OR TRANSMIT TO CUSTOMER ANY VIRUS, TROJAN HORSE, WORM, OR OTHER SIMILAR HARMFUL OR MALICIOUS CODE; (II) IT HAS THE REQUISITE RIGHTS OR PERMISSION NECESSARY TO GRANT THE LICENSE TO THE PLATFORM UNDER THIS AGREEMENT; AND (V) IT WILL AT ALL TIMES PROVIDE AND MAINTAIN INDUSTRY STANDARD ACCESS CONTROL PROTOCOLS THAT SECURE ACCESS OR "HACKING" TO THE PLATFORM AND DESIGN PARTNER CONFIDENTIAL INFORMATION.
- 8.2. OTHER THAN AS SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, LICENSORS, AGENTS AND AFFILIATES (COLLECTIVELY, THE "**LIGHTRICKS PARTIES**") DISCLAIM

ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, NON-INFRINGEMENT, OR THAT ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE.

- 8.3. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (B) THE PLATFORM WILL BE FREE FROM MALWARE, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; AND/OR (C) THE CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, LAWFUL, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN REPRESENTATION, ADVICE OR STATEMENT MADE BY US OR ON OUR BEHALF, WHICH IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND. ANY HOW-TO GUIDES OFFERED ARE FOR YOUR INFORMATION ONLY, AND YOU MAY NOT RELY ON THEM FOR ANY ACADEMIC, VOCATIONAL OR PROFESSIONAL CERTIFICATION.
- 8.4. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE PLATFORM, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ANY ERRORS, MISTAKES, OR INACCURACIES, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT CREATED, GENERATED, UPLOADED, USED, POSTED, SUBMITTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM, (VI) ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, (VII) ANY CONTENT YOU ACCESS OR GENERATE THROUGH THE PLATFORM, AND/OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.
- 8.5. Indemnity by you. You agree to defend, indemnify, and hold harmless the Company, its subsidiaries, officers, directors, employees, agents, and licensors (the "**Lightricks Parties**"), from and against any and all direct claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) directly arising from: (i) your use of and access to the Platform in violation of any term of this Agreement; or (ii) your violation of any third party right arising from Input you provide, including without limitation any Intellectual Property or privacy right therein. This defense and indemnification obligation shall survive any termination or expiration of this Agreement and your use of the Platform.
- 8.6. Indemnity by Lightricks. Lightricks agrees to defend you, indemnify you, and hold you harmless from and against any and all direct claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) directly arising from a third party claim that the Platform, when used by You in accordance with these terms, infringes the Intellectual Property right of such third party ("**Claim**"). This indemnity does not apply for claims that results from (1) Your unauthorized use of, or misuse of, the Platform; (2) Your violation of these Terms; or (3) any modification to the Platform or combination of the Platform with any third-party service and/or product, by You or on Your behalf.

- 8.7. Indemnity Procedure. Either Party claiming indemnification under this Section ("**Indemnatee**") shall: (i) provide the other Party ("**Indemnifying Party**") with written notice of the indemnifiable claim ("**Claim**") as soon as reasonably practicable after becoming aware thereof, (ii) allow Indemnifying Party to control the defense and settlement of the Claim, such defense and settlement of the Claim to be conducted by the Indemnifying Party, at its sole expense, provided that no settlement may be entered into without the consent of Indemnatee if such settlement results in any financial obligations not covered by the Indemnifying Party's indemnity hereunder or non-financial obligations and/or admissions of guilt being imposed on the Indemnatee, and further provided that Indemnatee may engage its own counsel at its own expense; and (iii) reasonably cooperate with Indemnifying Party, at Indemnifying Party's expense, in the defense and settlement of the Claim.

9. **LIMITATION OF LIABILITY**

- 9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR THE LIGHTRICKS PARTIES SHALL BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR ANY:
- INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES;
 - LOSS OF PROFIT, BUSINESS, ANTICIPATED SAVINGS, OR OPPORTUNITY; AND
 - LOSS OF, OR DAMAGE TO, ANY CONTENT, REPUTATION, OR GOODWILL.
- 9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED AGGREGATE LIABILITY OF EACH OF (A) YOU, AND (B) ALL LIGHTRICKS PARTIES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (A) **THE FEES YOU PAID US** (IF ANY) IN THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) TEN THOUSAND U.S. DOLLARS (\$10,000). NOTWITHSTANDING THE FOREGOING, THE COMBINED AGGREGATE LIABILITY OF EACH OF (A) YOU, AND (B) ALL LIGHTRICKS PARTIES, UNDER, OR OTHERWISE IN CONNECTION WITH THE INDEMNITY OBLIGATIONS IN SECTION 8 ABOVE SHALL BE LIMITED TO TWO HUNDREN THOUSAND DOLLARS (\$200,000).
- 9.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) EVEN IF LIGHTRICKS PARTIES HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, COSTS, OR EXPENSES; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, TORT (INLCUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT, INDEMNITY OR STATUTORY LIABILITY. HOWEVER, NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, OR FOR FRAUD, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW.
- 9.4. No Company Liability for Infringement. YOU HEREBY ACKNOWLEDGE AND AGREE ALL LIGHTRICKS PARTIES UNDER DISCLAIM PERSONAL LIABILITY FOR ANY DAMAGES, ACTUAL OR CONSEQUENTIAL, FOR ANY CONTENT UPLOADED TO THE PLATFORM BY A USER WHICH VIOLATES ANY LAW.

10. **TERM AND TERMINATION**

- 10.1. Duration. This Agreement commences upon the commencement of your Subscription and continues until its expiration.
- 10.2. Termination and other recourse by Lightricks. Lightricks may terminate this Agreement and discontinue the operation and availability of the Platform altogether (including your Account and access to the Platform), at the end of the cycle of your Subscription (in which case we will notify you thereof a reasonable time in advance) or at an earlier time in which case we will notify you thereof a reasonable time in advance and receive a pro-rated refund of pre-paid Fees). In addition, Lightricks may immediately do any one or more of the following: (i) terminate this Agreement, (ii) discontinue your Account and access to the Platform altogether, (iii) suspend your Account and block your access to the Platform, (iv) block you from using certain features, and (v) block you from acquiring additional subscriptions to the Platform, if: (a) you materially breach this Agreement, (b) we reasonably believe that your use of the Platform causes substantial harm or liability to us or to third parties, e.g. by hacking, spamming, misleading, fishing, and harassing other users, (c) you misuse certain features and/or metrics of the Platform or use it without proper payment, or (d) we are required to do so under the applicable law or a court order.
- 10.3. Termination by You. You may terminate this Agreement at any time by closing your Account. Your termination does not entitle you to receive a refund for the remainder of the term of the Subscription. Your Subscription may be terminated at the end of its Subscription cycle by You providing a notice at least sixty (60) days prior to the renewal of the Subscription.
- 10.4. Effect of Termination; Survival. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities that accrued as of the effective date of termination. Upon termination of this Agreement: (a) the Subscription and access to the Platform will terminate; and (b) your Account and related access credentials shall be terminated, and you shall be responsible for backing up the Input and Output in your Account, and Lightricks shall not be required (unless required by applicable law) to retain any Input and Output in your Account. Any provision of this Agreement that should survive termination, shall survive, including, without limitation, Sections 4 (*Intellectual Property*) and 8 (*Disclaimer of Warranties*) through 11 (*General Legal Terms*) inclusive.

11. **GOVERNING LAW; DISPUTE RESOLUTION**

- 11.1. Dispute Resolution; Governing Law. To the maximum extent permitted by applicable law, this Agreement, as well as all claims, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties will endeavor to resolve any dispute with respect to this Agreement (including any Order Form) in good faith within thirty (30) days of a dispute being raised by one Party with the other Party. The Parties agree that any unresolved controversy or claim (excluding claims for injunctive or other equitable relief) shall be subject to the exclusive jurisdiction and venue of:

11.1.1. ***If the Customer is established in any state of the United States:*** the federal or state courts located in New York County, New York, and both you and Lightricks hereby irrevocably submit to the exclusive personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue;



11.1.2. ***If the Customer is not established in a state of the United States:*** the competent courts located in Jerusalem, Israel, and both you and Lightricks hereby irrevocably submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue.

11.2. No Class Action. Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each Party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either Party from participating in a class-wide settlement of claims.

12. **GENERAL LEGAL TERMS**

12.1. Entire Agreement. This Agreement (together with any documents incorporated by reference) represents the entire agreement between Lightricks and you with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements and understandings between you and Lightricks with respect to such subject matter. In the event of any conflict between the Agreement and/or the Order Form, the Order Form will govern.

12.2. Agreement Modifications by Lightricks. Lightricks reserves the right, from time to time and at its sole discretion, to introduce changes to this Agreement, including by adding new terms or deleting existing ones by email notice to you.

12.2.1. The effective date of the modified Agreement will be upon the renewal of your Subscription in the next cycle of the Tier (except as described below in 12.2.2); (b) if you do not agree to the modified Agreement, then your sole remedy, and our sole obligation and liability, is for you to terminate this Agreement, (c) otherwise, your continued access or use of the Platform on or after the effective date of such modification shall constitute your acceptance of the modified Agreement.

12.2.2. Nevertheless, Lightricks may update the Additional Terms of Third Parties and the Acceptable Use Policy by email notice to you with an earlier effective date as needed to: (a) clarify and describe other prohibited uses, (b) add terms of new third parties whose technology is incorporated to the Platform, and (c) update the terms of existing third parties whose technology is incorporated to the Platform when those third parties require that their terms be updated.

12.3. Assignment. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient assets to satisfy its obligations under this Agreement; or (b) assign this Agreement pursuant to a merger, consolidation, reorganization, change of control, or a sale of all or substantially all of such party's assets or stock.

12.4. Severability. If any provision of this Agreement is held by a court or arbitrator to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) you and Lightricks agree that the tribunal making

such determination shall have the power to change the provision to make it legal, valid and enforceable and that most closely approximates the original intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such tribunal does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted with a valid, legal and enforceable provision that most closely approximates the original intent and economic impact of such provision.

- 12.5. Remedies. Except as may be expressly stated otherwise in this Agreement, no right or remedy of a party under this Agreement shall be exclusive of any other right or remedy under this Agreement, at law or in equity.
- 12.6. Waiver. No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Lightricks, the writing must be signed by an authorized representative of Lightricks), and shall be valid only in the specific instance in which given.
- 12.7. Relationship of the Parties; Third Party Beneficiaries. No agency, partnership, joint venture or employment relationship is intended or created by this Agreement, and the relationship of the parties is solely that of independent contractors. Except as provided otherwise in this Agreement (for example, regarding the rights of Lightricks' Affiliates and the Storyblocks Content licensor), neither party intends that any third party will be a beneficiary of or entitled to rely on any part of this Agreement.
- 12.8. U.S. Government Rights. The Platform is "commercial computer software" and any Platform-related documentation is "commercial computer software documentation", pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States Government, then your access to and use of the Platform shall be subject solely to the terms and conditions of this Agreement.
- 12.9. Export Compliance. You must comply with any applicable export control laws. You represent and warrant that: (a) you are not a resident of a country that the U.S. government has embargoed for use of the Platform, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) your country of residence and/or incorporation (as applicable) is the same as the country specified in the contact and/or billing address provided to us.