

LTX Model (“LTX Model”) API LICENSE AGREEMENT

Last Updated: May 12, 2026

This license agreement is entered into and made effective as of the Effective Date (as defined in Section 1 (Definitions) below) between LTX Ltd., if the Customer is not incorporated in any state of the United States, or LTX Inc., if the Customer is incorporated in a state of the United States (“LTX”), and Customer (as defined in Section 1 (Definitions) below). This license agreement together with the DPA, the Credit Terms (as applicable), all Order Forms and all Documentation, which are incorporated herein by this reference, constitute the “**Agreement**”. LTX and the Customer each are a “**Party**” and collectively the “**Parties**”.

The Parties hereby agree as follows:

1. DEFINITIONS

All capitalized terms not otherwise defined herein have the meaning set forth below:

- 1.1. “**Acceptable Use Policy**” means LTX’s policy available at <https://static.LTX.com/legal/ltx-acceptable-use-policy.pdf> as may be updated from time to time.
- 1.2. “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.3. “**API**” means application programming interface.
- 1.4. “**API Key**” or “**API Keys**” means the unique authentication credentials (including keys, tokens, or similar identifiers) generated by or issued to Customer through the LTX Model platform or console that enable Customer and its Authorized Customer Users to access and use the LTX Model via the API. Customer is responsible for maintaining the confidentiality and security of all API Keys and for all activities that occur using such API Keys.
- 1.5. “**Authorized Customer Users**” has the meaning stated in Section 3.1.
- 1.6. “**Commercial Plan**” means a plan under which Customer commits to a Minimum Annual Commitment and receives Credits based on the Fees paid, as further detailed in an Order Form.
- 1.7. “**Credits**” means the prepaid usage units purchased by Customer that can be used to access the LTX Model via API calls, where each Credit corresponds to one U.S. Dollar (\$1.00) in value and is consumed based on the then-current Pricing applicable to each API call.
- 1.8. “**Credit Balance**” means the total amount of unused Credits available in Customer’s Account at any given time.
- 1.9. “**Credit Period**” means for Customers with a Minimum Annual Commitment and Self-Serve Customers, the twelve (12) month period during which Credits may be used, commencing on the date Credits are issued to Customer’s Account. Credit Period does not apply to Pay-As-You-Go Customers.
- 1.10. “**Credit Terms**” means the LTX Model API Credit Terms available at <https://static.LTX.com/legal/LTX-Model-api-credit-terms.pdf>, as may be amended from time to time, which govern the purchase

and use of Credits by Self-Serve Customers and Enterprise Customers and are incorporated into this Agreement.

- 1.11. **“Customer”** means the person, the business or other legal entity that enters into this Agreement with LTX. In the case of Enterprise Customers, Customer means the entity identified in the signature page of the first Order Form executed by such Customer. In the case of Self-Serve Customer means, the entity identified in the online registration and acceptance of the Agreement via the landing page for this Agreement. All Customers are business entities. a Customer’s classification as an Enterprise Customer or Self-Serve Customer is based solely on the method of contracting, whether Customer executes an Order Form (Enterprise Customer) or registers online without an Order Form (Self-Serve Customer), and does not determine the applicable payment model, which may be any of the models described in Section 7.1.
- 1.12. **“Customer’s Account”** means Customer’s account with LTX.
- 1.13. **“Customer Data”** means (a) Input, (b) Output, and (c) any other information or data Customer makes available to LTX.
- 1.14. **“Customer’s Service”** means Customer’s product or service as designated in the Order Form.
- 1.15. **“Documentation”** means any specifications, manuals, documentation, and other written information and policies, including the Acceptable Use Policy and the Credit Terms (as may be amended by LTX from time to time) provided by LTX, including on its webpage, in connection with the LTX Model.
- 1.16. **“DPA”** means the data protection agreement entered into between the Parties, located here: https://static.LTX.com/legal/LTX_MODEL%20DPA%20.pdf (or as otherwise presented during online acceptance of the Agreement) as may be amended from time to time.
- 1.17. **“Fees”** means all amounts payable by Customer to LTX under this Agreement, including amounts paid for Minimum Annual Commitments, Self-Serve Credit purchases, Pay As You Go usage charges, and any other charges specified in an Order Form or otherwise due under this Agreement.
- 1.18. **“Effective Date”** means, as applicable: (a) in the case of Enterprise Customers, the date of the last signature in the signature page of the first Order Form executed by such Customer; and (b) in the case of Self-Serve Customers, the earlier of the date such Customer accepts this Agreement, as further detailed in Section 2.4 below.
- 1.19. **“End Users”** means anyone (including individuals or entities) who interacts with the LTX Model through Customer’s Service. For clarity, Customer’s Service may be incorporated or integrated into, or otherwise interact with, products or services offered by or through downstream customers of Customer and, therefore, all downstream users (individuals or entities) who interact in any manner with the LTX Model are considered End Users.
- 1.20. **“Enterprise Customers”** means a Customer who enters into an Order Form with Lightricks for access to and use of the LTX Model. Enterprise Customers may be subject to any of the payment models described in Section 7.1, including Minimum Annual Commitment, Pay-As-You-Go, or other payment terms as specified in such Order Form. The actual pricing per each API call will be presented in the LTX Model [pricing page](#), as may be amended from time to time by LTX, in its sole discretion, unless specified otherwise in the Order Form.

- 1.21. **“Input”** means any media (i.e., images, video, audio) files, text, or other data inputted or otherwise made available to the LTX Model, including prompts and queries.
- 1.22. **“Intellectual Property Rights”** means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights now or hereafter recognized in any jurisdiction, including applications and registrations for any of the foregoing.
- 1.23. **“License Term”** means (a) for Enterprise Customers the initial twelve (12) month period commencing on the Effective Date, and each successive twelve (12) month renewal period thereafter unless terminated in accordance with this Agreement, and (b) for Pay As You Go Customers and Self-Serve Customers, the period commencing on the Effective Date and continuing until terminated by either Party in accordance with this Agreement. It is hereby clarified that the License Term does not affect the Credit Period.
- 1.24. **“LTX Model”** means the LTX model named “LTX” (as such name may be updated by LTX from time to time) and parts thereof, including associated software and services (including, as applicable, the API to the LTX Model made available by LTX), any current and future releases, sub-models or additional versions, improvements and any derivatives thereof.
- 1.25. **“Malicious Code”** has the meaning stated in Section 6.2.2.
- 1.26. **“Marks”** has the meaning stated in Section 4.3.
- 1.27. **“Minimum Annual Commitment”** means the minimum annual fee amount specified in an Order Form that Customer commits to pay upfront in exchange for Credits, which amount will (i) expire following the lapse of twelve (12) months after the Effective Date, and (ii) automatically renew annually at the same amount, unless terminated in accordance with Section 7.2.
- 1.28. **“Order Form”** means the ordering document executed by Customer and LTX for Customer’s purchase of the License for use of the LTX Model.
- 1.29. **“Output”** means any media (i.e., images, video, audio) files, text, or other data generated by the LTX Model in response to Inputs.
- 1.30. **“Pay As You Go Customer”** means a Customer that accesses and uses the LTX Model under the Pay As You Go payment model as described in Section 7.1.3, pursuant to which Customer pays only for actual usage based on the then-current Pricing without purchasing Credits in advance. Pay As You Go is available only to Enterprise Customers via Order Form.
- 1.31. **“Pricing”** means LTX’ then-current pricing for API calls to the LTX Model, as published on the LTX Model [pricing page](#) or as otherwise specified in an Order Form, and as may be updated by LTX from time to time in accordance with this Agreement.
- 1.32. **“Self-Serve Customer”** means a Customer who registers through LTX’s website, loads funds into Customer’s Account which are automatically converted into Credits based on the then-current Pricing, and uses such Credits to access the LTX Model via API calls without entering into an Order Form or committing to a Minimum Annual Commitment.
- 1.33. **“Usage Data”** means usage and metrics information gathered, prepared, computed, originated, or stored by LTX resulting from the use or provision of the LTX Model, excluding any Customer Data

and provided such information is aggregated and anonymized.

1.34. **“Users”** means all users of the LTX Model, including the Authorized Customer Users and End Users.

2. **PROVISION OF LTX MODEL**

2.1. License to LTX Model. During the License Term and subject to the terms of this Agreement including Section 2.2 (Restrictions) and Customer’s payment of the Fees, LTX hereby grants Customer a worldwide (excluding any jurisdictions prohibited by applicable law), non-transferable, non-sublicensable, non-exclusive, revocable, and limited license (the **“License”**) (a) for Authorized Customer Users to use the LTX Model through LTX’s API for Customer’s internal business operations in accordance with the Documentation; and (b) to utilize the LTX Model in Customer’s Service to be used by End Users in accordance with the Documentation ((a) and (b) are collectively the **“Permitted Use”**).

2.2. Restrictions. Except as expressly permitted in this Agreement, Customer shall not, and shall not permit any third party (including Users) to: (a) sell, lease, assign, license, sublicense, distribute, make available, or otherwise transfer in whole or in part the LTX Model or any component or derivative thereof to any third party; (b) modify or prepare any derivative work based upon the LTX Model, the Documentation or any component thereof; (c) reverse engineer, disassemble, or decompile the LTX Model or the Documentation, or any component thereof, or attempt to discover or disclose the source code of the LTX Model, or any component thereof unless it is provided to in source code form; (d) encumber, time-share, rent, or lease the rights granted under this Agreement or make the LTX Model available to any third party through a service bureau, resale or similar models; (e) remove, obscure, or alter any notice of Intellectual Property Rights present on or in the LTX Model the Documentation or any component thereof; (f) make any representations or warranties regarding the LTX Model, including any that are false or misleading or which exceed those contained in this Agreement, the Documentation, or any marketing materials otherwise made available to Customer; (g) use the LTX Model in a manner that infringes, misappropriates or otherwise violates any third party’s rights (including Intellectual Property Rights) or otherwise violates this Agreement; (h) attempt to circumvent, modify, or disable any part of the LTX Model, including, without limitation, any safety or security measures in the LTX Model; (i) use the LTX Model or Outputs to create, train, or improve (directly or indirectly) any artificial intelligence models, products or services that perform substantially similar functions as the LTX Model, including generating video, images, or audio content from text, image, or other prompts; (j) use the LTX Model, Input or Output, in a manner that violates any applicable laws or this Agreement; or (k) access or use (as applicable) the LTX Model in a country or territory where such access or use is prohibited.

2.3. Changes to the LTX Model.

2.3.1. Changes, Updates or Enhancements. LTX reserves the right to make changes, updates, or enhancements to the LTX Model from time to time. These modifications may include improvements in functionality, performance, or security and will not materially degrade Customer’s use of the LTX Model. LTX will use reasonable efforts to notify Customer in advance of any material changes that may affect use of the LTX Model.

2.3.2. API Access. LTX reserves the right to change or update its materials for accessing the LTX Model via the API. Such changes or updates may require Customer to update Customer’s Service to continue functioning properly with the LTX Model, and it is

Customer's sole responsibility at its expense to make any such updates or changes to Customer's Service to maintain interoperability.

2.3.3. Deprecation or Discontinuance. LTX may, at its sole discretion, deprecate or discontinue any LTX Model version (in whole or part) upon providing at least thirty (30) days' prior written notice or without notice where required by law, including an order, mandate, decision or regulation by or from a governmental authority, regulator or court. LTX shall have no liability to Customer arising out of or in connection with such deprecation or discontinuation. Notwithstanding the foregoing, for any deprecation or discontinuation that is not caused by the acts or omissions or other violation of the Agreement by Customer or any Users, LTX will either provide Customer a pro rata refund based upon the unused portion of any prepaid Fees following the date that such deprecation or discontinuance takes effect, or deduct such pro-rated amount from the Fees owed to LTX after such deprecation or discontinuance (as applicable).

2.3.4. Documentation Updates. LTX may, from time to time, update the Documentation to improve clarity, accuracy, or to reflect changes to the LTX Model and Customer's or Users' access thereto. LTX will use reasonable efforts to notify Customer of any material changes to the Documentation that may affect Customer's use of the LTX Model, unless such update is necessary for LTX to comply with applicable law. Customer's continued access to or use of the LTX Model following such updates constitutes acceptance of the revised Documentation.

2.4. Online Acceptance. For Self-Serve Customers, this Agreement may be accepted through the online registration process available on the LTX Model console. By clicking "I Accept", "Log In", "Sign Up" or similar acceptance button, or by using the LTX Model after being presented with this Agreement, Customer agrees to be bound by the terms of this Agreement. Electronic acceptance shall have the same legal effect as a handwritten signature.

3. **CUSTOMER RESPONSIBILITIES**

3.1. Authorized Customer Users. Customer is solely responsible for designating individuals as users authorized to access the LTX Model under Customer's Account in accordance with any usage limits specified on the LTX Model service page or in an Order Form (as applicable) (each an "**Authorized Customer User**" and collectively the "**Authorized Customer Users**"). Authorized Customer Users may only be individuals who are then-current employees or contractors of Customer and Customer is responsible for ensuring that no other individuals or entities are designated as Authorized Customer Users. Customer shall ensure that designation of an individual as an Authorized Customer User is immediately terminated when such individual ceases to be an employee or contractor of Customer.

3.2. End Users. Before enabling use of the LTX Model through Customer's Service, Customer shall enter into legally enforceable agreements with End Users in connection with their use of Customer's Service that contain terms that: (a) are as protective of the LTX Model as set forth in this Agreement, including provisions substantially similar to those in the following: (i) Section 4.2 (Customer Data) with respect to LTX's rights to use and process Input from Customer and its Users, (ii) Section 2.2 (Restrictions), (iii) the Acceptable Use Policy, and (iv) Section 10 (Disclaimers); (b) are no less protective of LTX's Intellectual Property Rights and ownership thereof than under this Agreement; and (c) include customary disclaimers and limits on liability that apply also to licensors such as LTX, including End Users' agreement that licensors such as LTX do not grant any

representation, warranty, guaranty or promise and will not have any direct or indirect liability to any End Users. Customer shall enforce agreements entered into with End Users pursuant to this Section 3.2.

- 3.3. Responsibility for Users. Customer is responsible for all activities by Users in relation to the LTX Model. Violation of use restrictions in the Agreement by Users shall be considered a violation by Customer of the Agreement. LTX reserves the right, upon reasonable notice, to audit (either on its own or through use of a third party) Customer's compliance with the requirements of this Agreement, including Section 3.1 (Authorized Customer Users) and Section 3.2 (End Users) and Customer shall provide all information and cooperation reasonably required by LTX to conduct such audit. If such audit reveals non-compliance by Customer, Customer shall remediate such non-compliance at Customer's expense, including reimbursing LTX for the costs incurred by LTX in relation to the audit.
- 3.4. Responsibility for Input. Customer is responsible for all Inputs. Customer shall not, and shall ensure that Users shall not, include, as part of any Input, any material (a) that violates, or the use of which violates, any copyright, privacy rights, or any other Intellectual Property Rights or (b) that otherwise violates, or the use of which violates, applicable law. Customer represents and warrants to LTX that it has all rights, consents, licenses, and/or permissions necessary to provide the Input and grant the license to Input (as part of the Customer Data) pursuant to Section 4.2 (Customer Data) and to otherwise provide Input to LTX in connection with Customer's and its Users use of the LTX Model.
- 3.5. Responsibility for Output. Customer shall, and shall ensure that Users shall, implement or comply (as applicable) with policies and practices designed to: (a) prevent the use of Output in way that might violate the law or the rights of others (including Intellectual Property Rights of third parties) and (b) ensure the accuracy, completeness, and suitability of the Output for the intended purpose, including, where appropriate, use of human review of the Output. Customer is solely responsible for determining the adequacy and effective implementation of these measures and for any decisions, actions or consequences based on use of the Output.

4. **INTELLECTUAL PROPERTY RIGHTS**

- 4.1. LTX's Ownership. LTX and its licensors retain all right, title, and interest, including all Intellectual Property Rights, in and to LTX's trademarks, service marks and logos, and in and to the LTX Model, the API, any associated software, technology or data that is proprietary to LTX or its licensors, Documentation, and all modifications, enhancements, and derivatives thereof, and no title is granted, express or implied, nor will title be deemed assigned, to Customer hereunder in relation to any of the foregoing. Other than Customer's and its Users rights to access and use or interact (as applicable) with the LTX Model as stated in this Agreement, no other license or grant of access to the LTX Model or any Intellectual Property Rights therein is provided to Customer. The LTX Model is licensed and not sold to Customer.
- 4.2. Customer Data. LTX will not use Customer Data to train the LTX Model. Subject to the foregoing restriction, Customer hereby grants LTX a limited, non-exclusive, royalty-free license to collect, host, use, access, view, store, copy, display, create derivative works of, adapt, modify, translate, or otherwise process any Customer Data as necessary to grant the License, generate Output, and otherwise provide services to Customer associated with access to and use of the LTX Model. As between Customer and LTX, Customer owns Customer Data to the extent permitted by applicable law.

- 4.3. Trademark License. Customer hereby grants to LTX a non-exclusive, transferable, sub-licensable, worldwide license, to use, during the term of this Agreement, Customer's trademarks, service marks and logos (collectively referred to as "**Mark**") on LTX's websites or marketing materials in connection with (a) LTX identifying Customer as a customer of LTX; and (b) in sales materials of LTX, including press releases and other public announcements.
- 4.4. Reservation. LTX expressly reserves the right to market and provide the LTX Model itself and/or the API or through other resellers, distributors, licensees or agents, and Customer shall not be entitled to any commission or compensation whatsoever in relation to the marketing or provision of the LTX Model and/or the API by LTX or its resellers, distributors or agents.
- 4.5. Feedback. From time to time, LTX may request Customers to provide LTX with verbal and/or written suggestions, comments or other feedback related to LTX's existing or prospective API or the LTX Model, including, without limitation, any design input, troubleshooting or other assistance Customer may provide in response to support requests (collectively, "**Feedback**"). Customer is not obligated to provide LTX with Feedback. To the extent Customer provides Feedback to LTX, Customer hereby assigns to LTX all right, title, and interest (including all Intellectual Property Rights) in and to such Feedback. To the extent that such assignment is not permitted by applicable law, Customer hereby grants to LTX an exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable, transferable, worldwide right and license to use, reproduce, modify, distribute, display, perform, and otherwise exploit the Feedback in any manner without restriction (whether of confidentiality, compensation or otherwise). For the avoidance of doubt, Feedback will not be considered Customer Data or confidential information of Customer, and LTX shall have no obligation to treat such Feedback as confidential.

5. **CONFIDENTIAL INFORMATION**

- 5.1. Definition. As used herein, "**Confidential Information**" means non-public information provided under this Agreement that the disclosing party designates at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such prior to disclosure, or which, under the circumstances surrounding the disclosure, the receiving party knows or has reason to know should be treated as confidential without the need to be marked as such. Without limiting the foregoing, Confidential Information will include any information regarding a party's financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how and technology. The LTX Model, any pricing information, and the terms and conditions of this Agreement and any Order Form will be deemed LTX's Confidential Information. Notwithstanding the foregoing, nothing received by a receiving party will be construed as Confidential Information which: (a) is generally available to the public without breach of this Agreement or other applicable agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is rightfully known to the receiving party prior to such disclosure; or (d) is, at any time, developed by the receiving party independent of any such disclosure from the disclosing party.
- 5.2. Non-Disclosure. The Parties agree to use all reasonable care to prevent disclosure of the other Party's Confidential Information to any third party; provided, however, that LTX's obligations with respect to preventing disclosure of Customer Data are governed solely by Section 6 (Privacy; Security). Notwithstanding the foregoing, either Party may disclose Confidential Information to its employees, consultants, and other third-party providers solely to the extent necessary to exercise its rights or obligations under this Agreement (or any Order Form), provided that the Party has a non-disclosure agreement in place with such third-party provider that protects such Confidential

Information against disclosure in a manner no less protective than this Agreement and provided that the receiving Party remains responsible for any breach of this Section 5 by such providers, as if such breach was done by that Party. The foregoing notwithstanding, the receiving Party may disclose the disclosing Party's Confidential Information to the minimum extent legally required if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving Party must, to the extent permissible, give the disclosing Party prompt written notice, obtain or allow for a reasonable effort by the disclosing Party to obtain a protective order prior to disclosure, and reasonably cooperate with disclosing Party at disclosing Party's request.

- 5.3. Time Limit. Upon any termination or expiration of this Agreement, the receiving Party will continue to maintain the confidentiality of the disclosing Party's Confidential Information for the duration of the Term plus five (5) years thereafter, except that source code and any other trade secret will be held in confidence for as long as such information remains a trade secret under applicable law, but in no event for less than five (5) years following termination or expiration of this Agreement.

6. **PRIVACY; SECURITY**

- 6.1. Each party agrees to comply with its respective obligations under Data Protection Laws that apply to such party regarding the processing of Personal Data (as such terms are defined under the DPA) with regard to Personal Data transmitted, shared, disclosed, or provided under this Agreement. 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 lawful and legitimate under applicable Data Protection Laws.
- 6.2. LTX will process Personal Data that it may collect or obtain under this Agreement related to Customer's End Users access and use of the LTX Model in accordance with its [Privacy Policy](#), as may be updated from time to time. Without derogating from the above, LTX shall have the right to collect, use, analyze, and otherwise process Usage Data and textual prompts included in the Input for any purpose, including analytics, product improvement, research, and development, provided that such data is aggregated and anonymized.
- 6.3. With regard to Personal Data included in the Inputs, in the event processed by LTX, the parties shall comply with the provisions of the DPA and constituting an integral part of this Agreement.
- 6.4. Customer Security Obligations.
- 6.4.1. Secure Access. Customer is responsible for implementing security measures to ensure strict control over access credentials of all Authorized Customer Users, including all API Keys, and to prevent unauthorized access to Customer's Account and the LTX Model, including taking steps to prohibit sharing of login credentials and API Keys, and requiring the use of strong passwords. Customer shall promptly notify LTX in writing of any actual or suspected unauthorized access to Customer's Account, compromise of any API Keys, or use of the LTX Model that comes to Customer's attention. Upon notification of any compromised API Keys or at Customer's request, LTX will deactivate the affected API Keys, and Customer may generate new API Keys through the LTX console.
- 6.4.2. Malicious Code. Customer shall take commercially reasonable actions to prevent the introduction and proliferation of files, scripts, code, or programs that are designed, intended to, or have the effect of disrupting, damaging, or interrupting the LTX Model, in

whole or in part, including any viruses, worms, time bombs, trojan horses, and other harmful code (“**Malicious Code**”).

6.5. LTX Security Obligations.

6.5.1. Security Controls. LTX has achieved certification of compliance with ISO 27001 (Information Security Management Systems). LTX shall implement and maintain a written information security program that incorporates administrative, technical, and physical safeguards designed to ensure the security, confidentiality, and integrity of Customer Data. Such safeguards will be commensurate with the size and complexity of LTX, the nature and scope of its activities, and the sensitivity of the Customer Data. Upon request by Customer, LTX will provide to Customer, without charge, a copy of (a) its most recent third-party security audit report against a recognized industry standard (for example, ISO 27001) and/or (b) compliance certificates for its hosting provider that are available to LTX and are allowed to be shared with third parties.

6.5.2. Security Breaches. If either Party suspects that there may be or has been unauthorized access or use of Customer Data or the LTX Model (a “**Security Breach**”), that Party will promptly notify the other party with confirmation of such notification in writing. Each Party will take such actions and measures as may be reasonably necessary or appropriate to mitigate, or protect against, any loss, liabilities, or damages to Customer or LTX (including preventing any further Security Breach) and will keep each other reasonably informed of all material developments in connection with such Security Breach.

7. **FEES AND PAYMENT**

7.1. Payment Models and Fees. Customer’s payment obligations and the manner in which Fees are calculated and charged depend on the applicable payment model selected by or applicable to Customer, as further detailed below. All Fees and usage charges are stated in U.S. Dollars. Information regarding Pricing for API calls is available on the LTX Model [pricing page](#) and may be updated by LTX from time to time in accordance with Section 7.2 (Pricing Changes). All Fees paid or charged are non-refundable except as expressly stated in this Agreement or an applicable Order Form.

7.1.1. **Minimum Annual Commitment Model.** Enterprise Customers may commit to a Minimum Annual Commitment as specified in an Order Form. Enterprise Customers with a Minimum Annual Commitment shall pay the applicable Minimum Annual Commitment amount upfront. Upon receipt of payment, LTX will issue Credits to Customer’s Account equal to the amount paid (i.e., each U.S. Dollar paid equals one Credit). Credits may be used by Customer during the applicable Credit Period to make API calls to the LTX Model, with each API call consuming Credits from Customer’s Credit Balance based on the then-current Pricing. Each Credit represents one U.S. Dollar (\$1.00) in value, and the number of Credits consumed per API call is determined by the cost of that API call according to the then-current Pricing. Credits are valid only during the Credit Period and any unused Credits will expire at the end of the Credit Period without refund. Unless Customer provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current twelve (12) month Credit Period for the Minimum Annual Commitment, the Minimum Annual Commitment will automatically renew for successive twelve (12) month periods at the same Minimum

Annual Commitment amount specified in the applicable Order Form, and Customer hereby authorizes LTX or its third-party payment processors to charge the same Minimum Annual Commitment amount to Customer's payment method on file upon each renewal. Upon each renewal and receipt of payment, LTX will issue additional Credits to Customer's Account for the new Credit Period. Customer may increase its Credit Balance at any time by purchasing additional Credits through the LTX Model console, which will be added to Customer's Credit Balance and will have their own twelve (12) month Credit Period commencing on the date of such purchase. Such additional Credit purchases do not modify the original Minimum Annual Commitment amount specified in the Order Form, and the automatic renewal described above will apply only to the original Minimum Annual Commitment amount.

- 7.1.2. **Self-Serve Model.** Self-Serve Customers (i.e. Customers purchasing Credits online without a Minimum Annual Commitment) may load funds into their Account through the LTX Model console at any time. Upon receipt of payment, such funds will be automatically converted into Credits and added to Customer's Credit Balance at a one-to-one ratio (i.e., each U.S. Dollar loaded equals one Credit). Credits may be used to make API calls to the LTX Model, with each API call consuming Credits from Customer's Credit Balance based on the then-current Pricing. Each Credit represents one U.S. Dollar (\$1.00) in value, and the number of Credits consumed per API call is determined by the cost of that API call according to the then-current Pricing. Credits will expire at the end of the Credit Period applicable to the purchase of such Credits. In the event Customer purchases Credits on multiple occasions, Credits will be consumed in the order in which they were purchased (first purchased, first consumed), and each batch of Credits purchased will have its own separate Credit Period commencing on the date of such purchase. There is no automatic renewal of Credits for Self-Serve Customers, and Customer must manually load additional funds to obtain more Credits or use the Automatic Top-Up function available in the LTX Model console. When using Automatic Top-Up, Customer authorizes LTX and its third-party payment processors to charge the payment method provided by Customer for the initial Credit purchase and stored in Customer's account on a recurring basis, until Customer opts out of the Auto Top-Up.
- 7.1.3. **Pay As You Go Model.** The Pay As You Go model is available only to Enterprise Customers via Order Form. For Pay As You Go Customers, LTX will track Customer's actual usage of the LTX Model and charge Customer based on actual API calls made during each billing period according to the then-current Pricing. Unless otherwise specified in the applicable Order Form, payment terms for Pay As You Go Customers shall be Net 30 days from the invoice date. Billing periods, invoicing frequency, and other commercial terms for Pay As You Go Customers may be further specified in the applicable Order Form.
- 7.2. **Pricing Changes.** LTX may modify the Pricing for API calls at any time by updating the LTX Model pricing page. Pricing changes apply to all Customers immediately upon the effective date. For Customers with Credits, each Credit remains valued at one U.S. Dollar (\$1.00), but the rate at which Credits are consumed will change based on the new Pricing.
- 7.3. **Payment Processing.** Payments are processed via third-party payment processors made available by LTX (such as via Stripe, Adyen or PayPal, and certain supported payment cards). Customer must provide accurate billing information and promptly update any changes to it (such as card numbers and expiry dates). If Customer is paying via credit or with debit card, Customer

represent that it is the authorized user of the card, and it authorizes LTX (and any third party payment processor) to collect payment from Customer, on a recurring basis (if applicable), and to take all other necessary billing actions. Customer is also subject to the terms and conditions of any third party payment processor used to complete the transaction (over which LTX has no control). With respect to direct credit card web-based purchases, Customer will be charged and billed by the applicable LTX entity in accordance with such Customer's location. Customer hereby authorizes LTX and its third-party payment processors to store and continue billing its specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the LTX Model. LTX reserves the right to charge a fee equivalent to 1.5% per month on all undisputed amounts past due. All payments will be made in the US Dollars.

- 7.4. Failed Payments. If any payment by Customer fails or is declined, LTX will attempt to process the payment up to three (3) times over a period of ten (10) days. If payment remains unsuccessful after such attempts, LTX may suspend Customer's access to the LTX Model upon five (5) days' written notice and revoke all access to Credits. Customer may reinstate access by updating payment information and paying all outstanding amounts, including any applicable late fees.
- 7.5. Taxes. All Fees and other monies payable by Customer under this Agreement and/or any Order Form (as applicable) are exclusive of any taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), duties, or similar charges imposed by any governmental authority (collectively, "**Taxes**"). Customer shall be responsible for the payment of all applicable Taxes, except for any taxes based solely on LTX's income. If LTX is required to collect or remit any Taxes related to the License, such Taxes will be invoiced to and paid by Customer, unless Customer provides LTX with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to indemnify and hold LTX harmless from any claims, liabilities, or expenses related to Customer's failure to pay any applicable Taxes.

8. **INDEMNIFICATION**

- 8.1. LTX's Indemnification Obligations. Subject to Section 8.2 (Exclusions to LTX's Indemnification Obligations), LTX agrees to defend Customer against any claim, action, suit or proceeding brought by a third party alleging that the authorized use of the LTX Model infringes any third party Intellectual Property Right ("**IP Claim**") and shall pay Customer for the amounts finally awarded by a court of competent jurisdiction payable to such third party claimant. THIS SECTION 8 STATES LTX'S ENTIRE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY IP CLAIM.
- 8.2. Exclusions to LTX's Indemnification Obligations. LTX has no obligation under Section 8.1 (LTX's Indemnification Obligations) with respect to any IP Claim to the extent such IP Claim arises from: (a) modification or transformation to the LTX Model not conducted by LTX; (b) combination of the LTX Model with products, material, data or services not provided by LTX; (c) Customer's or its Users' use of or interaction with (as applicable) the LTX Model in violation of this Agreement, applicable law or industry standards applicable thereto; (d) Customer's or its Users' failure to use any updates, modifications, safety features or functionalities or corrections to the LTX Model made available by LTX; (e) Customer Data; (f) Customer's Service; (g) Customer's or Users' settlement of an IP Claim without the prior written consent of LTX; or (h) any Claim covered under Customer's indemnification obligations under Section 8.5 (Customer Indemnification Obligations). For the avoidance of doubt, notwithstanding anything in the Agreement to the contrary, LTX shall also have no indemnification obligations with respect to any claim related to alleged defamation, misappropriation or violation of third-party rights resulting from Customer Data or Customer's Service.

- 8.3. Mitigation. If LTX receives an IP Claim, or reasonably believes that the likelihood of such an IP Claim exists, at its option and its expense, LTX may (a) replace or modify the LTX Model or the allegedly infringing element thereof, (b) obtain a license for Customer to continue using the LTX Model, or (c) terminate the affected Order Form and/or this Agreement and refund any pre-paid but unused Fees. IN THE CASE OF (c) ABOVE, SUCH REFUND WILL BE CUSTOMER'S (INCLUDING ITS USERS') SOLE AND EXCLUSIVE REMEDY FOR TERMINATION OF THE APPLICABLE ORDER FORM PURSUANT TO THIS SECTION 8.3. Customer shall promptly comply with all reasonable instructions provided by LTX with respect to (a) and (b), including any instruction to replace, modify, or cease use of the LTX Model.
- 8.4. LIMITATION ON LTX'S INDEMNIFICATION LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LTX'S TOTAL LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 SHALL NOT EXCEED THE LOWER OF (A) AN AMOUNT EQUAL TO THE ANNUAL FEES PAID BY CUSTOMER TO LTX UNDER THE ORDER FORM FOR THE LTX MODEL THAT IS THE SUBJECT OF THE IP CLAIM, AND (B) \$1,000,000.
- 8.5. Customer Indemnification Obligations. Customer agrees to defend LTX and its Affiliates (including LTX's and its Affiliates' directors, officers, and employees) (each a "**LTX Indemnified Party**") against any claim, action, suit or proceeding brought by a third party resulting from or arising out of: (a) use by Customer or Users of the LTX Model in violation of this Agreement; (b) Customer Data; or (c) Customer's Service, to the extent such Claim arises in relation to Customer's Service independently of the inclusion of the LTX Model in Customer's Service, (each, a "**Claim**") and shall pay the LTX Indemnified Party for the amounts finally awarded by a court of competent jurisdiction payable to such third party claimant.
- 8.6. Indemnification Procedures. The indemnifying party hereunder will provide the aforementioned obligations in Section 8 provided that the indemnified party: (a) promptly provides the indemnifying party with notice of an IP Claim or a Claim, as applicable, provided that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense is materially prejudiced by a failure to give such notice; (b) allows the indemnifying party sole control over the defense thereof and related settlement negotiations; and (c) reasonably cooperates in response to the indemnifying party's requests for assistance. Neither party may settle or compromise an indemnifiable claim without the indemnified party's prior written consent, not to be unreasonably withheld.

9. **LIMITATION OF LIABILITY**

- 9.1. LIMITATIONS. UNDER NO CIRCUMSTANCES WILL (A) EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS FOR LOSS OF DATA, INTERRUPTION OF SERVICES, OR LOSS OF BUSINESS OR PROFITS, WHETHER OR NOT A PARTY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, OR (B) EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO LTX BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 9.1 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS LIMITATION ON LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT.
- 9.2. EXCLUSIONS. NONE OF THE FOREGOING LIMITATIONS IN SECTION 9.1 (LIMITATIONS) WILL APPLY TO: (A) A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); (B) SUBJECT TO SECTION 8.4 ABOVE

(LIMITATION ON LTX'S INDEMNIFICATION LIABILITY), A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION); (C) CUSTOMER'S OBLIGATIONS UNDER SECTION 7.3 (TAXES); (D) CUSTOMER'S PAYMENT OBLIGATIONS TO LTX; (E) CUSTOMER'S BREACH OF SECTION 3 (CUSTOMER RESPONSIBILITIES) OR SECTION 2.2 (RESTRICTIONS); OR (F) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. **DISCLAIMERS**

10.1. Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LTX MODEL AND ALL OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, LTX, ON BEHALF OF ITSELF, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE LICENSORS, CONTRACTORS AND SUPPLIERS, MAKES NO REPRESENTATION OR WARRANTY THAT: (A) CUSTOMER'S OR USERS' USE OF THE LTX MODEL WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE LTX MODEL OR ANY OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT OR RELIABLE OR MEET CUSTOMER'S REQUIREMENTS; OR (C) DEFECTS OR ERRORS IN THE LTX MODEL OR ANY OUTPUT WILL BE DISCOVERED OR CORRECTED. LTX HAS NO DUTY OR OBLIGATION TO MONITOR, VERIFY, CORRECT, COMPLETE, UPDATE OR OTHERWISE MAINTAIN ANY INFORMATION OR MATERIALS DISPLAYED IN OR ARISING OUT OF THE LTX MODEL OR OUTPUT. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, LTX MAKES NO ADDITIONAL EXPRESS WARRANTIES AND EXPRESSLY DISCLAIMS AND EXCLUDES, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ANY AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE IN TRADE. LTX FURTHER DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR MODELS PROVIDED ON AN OPEN-SOURCE, BETA OR TRIAL BASIS, AND ANY DELAY, INTERRUPTION, FAILURE OR OTHER ISSUE ARISING IN RELATION TO THE FOREGOING, CUSTOMER'S NETWORK OR INTERNET SERVICE PROVIDER OR OTHER SYSTEMS OR NETWORKS OUTSIDE LTX'S REASONABLE CONTROL.

10.2. Input and Output. Customer acknowledges and agrees that Customer (and not LTX) has control over the Input. Due to the nature of machine learning and artificial intelligence generally, Output may not be unique across users, and the LTX Model may generate the same or similar Output for other users. Other users of the LTX Model may also use similar inputs, prompts, or queries and receive similar Output. Customer acknowledges that the LTX Model, an artificial intelligence system, may produce similar output to similar inputs, prompts, or queries from other users of the LTX Model or other artificial intelligence systems and that Customer's rights in the Output may not be enforceable, including against other users of the LTX Model. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY OUTPUT AND ANY USE OR OTHER DECISIONS BASED THEREUPON.

11. **TERM AND TERMINATION**

11.1. Term. The term of this Agreement commences on the Effective Date and unless terminated earlier in accordance with the Agreement, remains in effect until the date on which it is terminated by either Party in accordance with its terms ("**Term**"). The term of each Order Form commences on the effective date stated in the applicable Order Form and unless terminated earlier in accordance with the Agreement, continues for the License Term specified therein or, if a Minimum Annual Commitment applies, for successive twelve (12) month periods subject to renewal in accordance with Section 7.1.1. Upon termination of this Agreement, all API Keys will expire immediately and any unused Credits in Customer's Account will be forfeited as further detailed in Section 11.4 (Effect of Termination).

- 11.2. Termination for Breach. Either Party may terminate this Agreement and/or any Order Form upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within fourteen (14) days following written notice specifying the breach. Any breach by Customer of Sections 2.1 (License to LTX Model), 2.2 (Restrictions), 3.2 (End Users), 3.3 (Responsibility for Users), 3.4 (Responsibility for Inputs) and Section 4 (Intellectual Property Rights), and any breach by either Party of its obligations under Section 5 (Confidentiality), are considered a material breach of this Agreement. In the event Customer terminates this Agreement or any outstanding Order Form pursuant to this Section 11.2 due to LTX's material breach, LTX will provide Customer a pro rata refund of any prepaid Fees (or, for Customers with Credits, a refund for the value of unused Credits) based on the unused portion of the License Term or Credit Period (as applicable) as of the effective date of termination. For all other terminations of this Agreement or any outstanding Order Form, no refund of Fees will be provided, and any unused Credits in Customer's Account will be forfeited without refund upon termination.
- 11.3. Suspension of Access. LTX may suspend or limit access by Customer or, at LTX's sole discretion, individual Authorized Customer Users, to the LTX Model at any time: (a) if LTX reasonably believes that Customer is using the LTX Model in violation of applicable law or the Agreement; (b) if LTX reasonably determines that Customer's use of the LTX Model adversely affects or interferes with the normal operation of the LTX Model in a material manner; (c) if LTX is prohibited by an order of a court or other governmental agency from providing the LTX Model (in whole or part); (d) for Customer's non-payment of any Fees due and payable to LTX within ten (10) days of the date on which payment is due under the applicable Order Form, or, if no Order Form, within ten (10) days of the invoice date (for Pay As You Go Customers only); or (e) if LTX reasonably believes there is or could be Malicious Code in the LTX Model, or a security incident that threatens the security of the LTX Model, Customer Data, or LTX's Confidential Information. LTX will use commercially reasonable efforts to notify Customer before such suspension, but LTX reserves the right to exercise its suspension rights without prior notice if it reasonably determines it is required to protect its interests in, or the integrity or security of, the LTX Model or suspension is otherwise required by law or a governmental or regulatory authority. LTX will promptly restore Customer's and its Users access to the LTX Model (as applicable) after the cause of the suspension has been addressed or otherwise sufficiently remediated. LTX will have no liability for any damages, liabilities, or losses resulting from any suspension or limitation of Customer's use of the LTX Model in accordance with this paragraph; provided however that in the event of any suspension pursuant to (c) or (e) that is not caused by the acts or omissions or other violation of the Agreement by Customer or any Users, LTX will either provide Customer a pro rata refund based upon the unused portion of any prepaid Fees following the date of termination of this Agreement or the applicable Order Form, or deduct such pro-rated amount from the Fees owed to LTX after such suspension (as applicable). For Customers with Credits, any suspension under subsection (d) above will not extend the Credit Period, and Credits will continue to expire in accordance with Section 7.1.1 during any period of suspension. For Pay As You Go Customers, any suspension under subsection (d) above will not toll or suspend Customer's obligation to pay invoiced Fees, and all outstanding invoices remain due and payable in accordance with their original payment terms.
- 11.4. Effect of Termination. Upon termination or expiration of this Agreement and/or an Order Form (as applicable) all rights and licenses granted to Customer under the Agreement and/or the terminating Order Form (as applicable) will immediately cease (and in the case of termination of an Order Form, the License Term will be terminated), and Customer and its Users must immediately cease using the LTX Model and promptly provide certification of such cessation of use upon LTX's reasonable request. Upon termination, any unused Credits in Customer's Account will be forfeited without refund, except as otherwise required by applicable law or as expressly

provided in this Agreement or the applicable Order Form. In addition, upon termination or expiration of this Agreement, each Party will return or destroy (or in the case of electronic information, render practically inaccessible) the Confidential Information of the other, and Customer shall destroy any copies Customer may have of the LTX Model. Upon LTX's reasonable request, Customer shall promptly provide certification of such cessation of use and destruction (as applicable) of the LTX Model. LTX will cease use of Customer's Marks, provided nothing in this Agreement shall require LTX to remove or modify prior use of Customer's Marks in physical media or any third-party website. Except as expressly stated herein, termination of this Agreement will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination relieve any obligation to pay all Fees that have accrued or are otherwise owed under this Agreement. The Parties' rights and obligations under Sections 2.2, 3, 4, 5, 6.1, 7-10, 11.4, 12 and 13 will survive the expiration or termination of this Agreement. Termination of the Agreement will not result in termination of any outstanding Order Forms, unless otherwise explicitly stated in the applicable Order Form, except in the event of LTX's termination of this Agreement for Customer's breach pursuant to Section 11.2 (Termination for Breach), where LTX may elect, at its sole discretion, to terminate any or all outstanding Order Forms.

12. **GOVERNING LAW; DISPUTE RESOLUTION**

12.1. Dispute Resolution; Governing Law. 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. Subject to Section 13.2, any claim or cause of action arising out of or relating to this Agreement must be brought by Customer within two (2) years after the date on which Customer knew or reasonably should have known of the facts giving rise to such claim or cause of action. Any such claim or cause of action not brought within such two (2) year period shall be deemed irrevocably waived. The Parties agree that any unresolved controversy or claim (excluding claims for injunctive or other equitable relief) shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. Customer hereby consents to personal jurisdiction before the federal and state courts in the State of New York. To the extent permitted by law, choice of laws rules and the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act will not apply. For the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in the County of New York within the State of New York.

13. **GENERAL**

13.1. Interpretation. If a term is not defined in the Agreement, then the term shall be interpreted in accordance with its generally understood meaning in the industry or business context in which either Customer or LTX operates as applicable based on the context in which the term is used in the Agreement. Captions, titles and headings to articles and sections of the Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement. References from or through any date mean, unless otherwise specified, from and including or through and including such date, respectively. Reference to a Party shall be construed to include its successors and permitted assigns or transferees. In the Agreement (unless the context requires otherwise or is expressly stated otherwise): (a) the words "including", "include", "for example", "in particular" and words of similar effect shall not be construed to limit the general effect of the words which precede them and "including", "include" and "for example" shall be construed to have the words "but not limited to" following them; (b)

words importing persons include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality); (c) words importing the singular include the plural and vice versa; (d) "days" means calendar days. No doctrine of construction of ambiguities in agreements or instruments against the interests of the party controlling the drafting shall apply to the Agreement or any related document; and (e) references to "signed" include electronic signatures under applicable laws.

- 13.2. Injunctive Relief. Notwithstanding anything to the contrary herein, any breach of Sections 3.2 (End Users), 3.3 (Responsibility for Users), and 3.4 (Responsibility for Inputs) by Customer, or any breach of Section 4 (Intellectual Property Rights) or Section 5 (Confidential Information) by either Party, will result in harm and economic loss to the other Party not compensable by monetary damages. Either Party will be entitled to immediately seek an injunction against such breach or threatened breach from any court of law having jurisdiction, in addition to other legal or equitable remedies as set forth herein, and without the need to post a bond or other financial security for such injunctive relief.
- 13.3. Anti-Corruption. Each Party will comply with all applicable anti-corruption laws and regulations.
- 13.4. Export Controls. The LTX Model are provided subject to the U.S. Export Administration Regulations and the regulations of other jurisdictions (e.g., the European Union). Diversion contrary to applicable law is prohibited. Without limiting the foregoing, Customer warrants that: (a) Customer is not, nor is it acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) Customer is not, nor is it acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) Customer shall not use the LTX Model for, and will not permit the LTX Model to be used for, any purpose prohibited by applicable law or in any jurisdiction where use of the LTX Model is prohibited.
- 13.5. Assignment. Neither Party may transfer or assign its rights under this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, each Party may assign this Agreement, and such assignment is hereby expressly consented to, in connection with the sale, merger or other corporate combination or restructure involving all or substantially all of its assets to a third party, provided that the assignee assumes all of the assigning Party's obligations and liabilities hereunder; provided however that any such assignment by Customer to a competitor of LTX will require LTX's prior written consent. Any attempted assignment in violation of this Section 13.5 is void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 13.6. Severability. If any provision or part of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties intend that the court will modify the Agreement to the extent necessary to give effect to the intent manifested by the provision or that part of the Agreement such that the same or substantially the same result is achieved. If any provision or part of this Agreement cannot be made valid and enforceable, the Parties intend that the court will sever and delete the illegal, invalid, or unenforceable provision or part from this Agreement, and the remaining provisions or parts of this Agreement will continue in full force and effect.
- 13.7. Waiver of Breach. No delay or omission by either Party to exercise any right or power arising upon

the other Party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving Party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

- 13.8. Force Majeure. Performance under this Agreement will be postponed automatically to the extent that either Party is prevented from meeting its obligations by causes beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.
- 13.9. Notices. All notices under this Agreement must be in writing and will be deemed to have been duly given upon: (a) personal delivery; (b) three days after sending via certified, registered mail, or deposit with a recognized courier; or (c) receipt of email sent to the email address provided by the Parties in this Agreement with proof of successful delivery and without any bounce back or out-of-office message. Any email notices from a Party to the other Party regarding any dispute, breach, termination, or indemnification request must be promptly followed by written notification to the other Party by personal delivery or postal mail to be deemed effectively given and received. Unless stated otherwise, all references to a date or time of day in this Agreement are references to that date or time of day in Jerusalem, Israel. If any date specified in this Agreement as the only day, or the last day, for taking action falls on a day that is not a business day, then that action may be taken on the next business day, where business day means a day (a) other than Friday, Saturday or Sunday and (b) on which commercial banks are open for business in Jerusalem, Israel.
- 13.10. No Agency. The Parties acknowledge that each is an independent contractor, and nothing herein constitutes a joint venture, partnership, or distributor relationship. Neither Party has the right to vary any policies, conditions, representations or warranties made by the other Party, and neither Party has the right to bind or act for the other Party as an agent or in any capacity except as expressly provided in writing by amendment to this Agreement.
- 13.11. No Third Party Beneficiary. Nothing contained in this Agreement will be deemed to create, or be construed as creating, any third party beneficiary right of action upon any third party in any manner whatsoever.
- 13.12. Entire Agreement. The Agreement contains the complete and exclusive statement of the agreement between the Parties with respect to the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. If there is any conflict of inconsistency, the following order will apply: (a) the Order Form (solely to the extent a provision in the Order Form is expressly provided to override a provision in the Agreement pursuant to this Section 13.12(a) and provided that such controlling provision only applies to that Order Form and no other Order Forms); (b) the parties clause and Sections 1 (Definitions) to 13 (General) of this Agreement; (c) Order Form(s) (other than as specified in Section 13.12(a)); (d) the DPA; (e) the Credit Terms; and (f) the Documentation. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless it is set forth in writing and is signed by the Parties.

- 13.13. Counterparts. As applicable for Enterprise Customers, this Agreement may be signed in counterparts and by facsimile or electronic signature, each of which will be considered an original document, but together which will constitute one complete document.
- 13.14. Controlling Language. This Agreement has been prepared and executed in the English language only, which language will be controlling in all respects. Any translations of the provisions of this Agreement into any other language are for reference only and will have no legal or other effect. Any notice that is required or permitted to be given by one Party to the other under this Agreement must be in the English language and in writing. All proceedings related to this Agreement will be conducted in the English language.