

Lupl Developer API Terms of Use Agreement

Last Updated: July 2023

PLEASE READ THIS DEVELOPER API TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. BY CLICKING THE “ACCEPT” BUTTON OR ACCESSING OR USING THIS WEBSITE (“**WEBSITE**”) OR THE LUPL, INC. (“**LUPL**” OR “**WE**”) API, INCLUDING USING THE SERVICES AVAILABLE VIA THE WEBSITE AND API OR OTHERWISE AGREED TO UNDER A SEPARATE STATEMENT OF WORK (“**SERVICE(S)**”), COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH LUPL, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE ENTITY YOU REPRESENT, AND TO BIND THAT ENTITY TO THIS AGREEMENT. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU COMPLETED THE REGISTRATION PROCESS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE API. Lupl and you may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY LUPL IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Lupl will make a new copy of this Agreement available at the Website. We will also update the “Last Updated” date at the top of this Agreement. If we make any material changes, and you have registered with us to create a Developer Account (as defined in Section 1.1(a) below) we will also send an email to you at the last email address you provided to us pursuant to this Agreement. Any changes to this Agreement will be effective immediately for new users of the Website, API and/or Service and will be effective thirty (30) days after posting notice of such changes on the Website for existing users. Lupl may require you to provide consent to the updated Agreement in a specified manner for further use of the Website, API and/or Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, API and/or Services. Otherwise, your continued use of the Website, API and/or Services constitutes your acceptance of such change(s).

1. OVERVIEW

1.1 Our Service. Lupl offers application programming interfaces, with related tools and documentation (collectively, the “**API**”) that developers or integration partners can use within your owned or controlled software applications or systems (your “**Application**”) to access and interface with the Lupl project management platform designed to streamline and optimize legal workflows (“**Lupl Platform**”). As part of the Services, we may also provide you with integration or other professional services pursuant to one (1) or more statements of work (“**SOW**”) in accordance with the terms therein, which SOWs will also be subject to the terms and conditions of this Agreement. In the event of a conflict between an SOW and this Agreement, the terms of the SOW will govern solely to the extent of the conflict. Certain services and functionalities available via the Services are free of charge. However, Lupl may, in its sole discretion charge fees in connection with certain services, such as providing unlimited Calls.

1.2 Accounts.

- (a) Developer Accounts. In order to use certain features of the Service, you must register for an account with Lupl (a “**Developer Account**”).
- (b) Registration Information. You represent and warrant that:
 - (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. Lupl may suspend or terminate your Developer Account if you breach any of the terms of this Agreement. You are responsible for maintaining the confidentiality of your Developer Account login information and are fully responsible for all activities that occur under your Developer Account. You agree to immediately notify Lupl of any unauthorized use, or suspected unauthorized use, of your Developer Account, or any other breach of security. Lupl will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- (c) Setup Materials. Once you have completed the registration process completely and accurately, Lupl will provide you with the necessary materials to begin building your integration, which may include technical pre-requisites

(such as API keys) and copies of or access to documentation with instructions, as contemplated below. You will NOT create any script or other automated tool that attempts to create multiple API keys. You may not allow any third party to use your API Key for their own benefit. You may receive multiple API keys and may only use each API Key for its approved use.

- (d) OAuth 2.0 User Authentication. Before you can start sending requests to the API, you will be required to set up OAuth 2.0 user authentication in accordance with the instructions to be provided by Lupl.

2. LICENSED USES AND RESTRICTIONS

2.1 License Grant. We grant you a limited, non-exclusive, non-assignable, non-transferable license to interface your Application with the Lupl Platform and transmit data between the Application and Lupl Platform. Your access to and use of the API and Lupl Platform is subject to compliance with the terms and conditions of this Agreement and any documentation or user guide provided by Lupl.

2.2 Restrictions. You agree that you will not, and will not assist, permit, authorize, or enable others to do any of the following restrictions (each, a “**Restriction**”) without our express written consent: (i) reverse engineer or decompile the Website, API or Services (collectively, the “**Lupl Properties**”) or any component thereof, or attempt to create a substitute or similar service through use of or access to the Lupl Properties, unless this is expressly permitted or required by applicable law; (ii) copy, rent, lease, sell, transfer, assign, sublicense, or alter any part of the Lupl Properties; (iii) use Lupl’s name to endorse or promote any product, including a product derived from the Lupl Properties; (iv) use the Lupl Properties for any illegal, unauthorized, unlawful, or otherwise improper purposes, or in any manner which would violate applicable laws, rules, or regulations, or this Agreement; (v) remove any legal, copyright, trademark, or other proprietary rights notices contained in or on the API or our Services; (vi) use the Lupl Properties in a manner that, as determined by Lupl, in our sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the

API documentation; (vii) request, collect, solicit, or otherwise obtain access to sign-in names, passwords, or other authentication credentials for Lupl, other than by directing users to Lupl in the mechanism specifically provided by the API; (viii) imply inaccurate creation, affiliation, sponsorship, or endorsement of you, or your Application; or (ix) use any robot, spider, site search/retrieval application, or other device to collect information about users for any unauthorized purpose. We reserve the right to modify this list of Restrictions upon notice to you.

2.3 Usage Limitations. Your Application may make automated calls or other data requests to or through the Lupl Platform (“Calls”). Lupl may at any time, and over any given period of time, limit the number of Calls you may send to the Lupl Platform, or prohibit any Application created by you from sending Calls to the Lupl Platform, as Lupl deems appropriate in its sole discretion. Without limiting the foregoing, we may limit: (i) the number of network calls that your Application may make via the API; (ii) the maximum file size; and (iii) anything else about the API as we deem appropriate, in our sole discretion, without incurring any liability to you. We may impose or modify these limitations without notice. We may use technical measures to prevent over-usage and stop usage of the API by an Application after any usage limitations are exceeded or suspend your access to the API with or without notice to you in the event you exceed any such limitations.

2.4 Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing any services on your behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances and judicial administrative orders, and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Lupl, its customers, services providers or to the public. You represent and warrant that you have the right to send any data you send to Lupl through the API.

3. DEVELOPER APPLICATIONS

3.1 App Policy. You are solely responsible and liable for your Applications, and for supporting the Applications. On each Application in or in connection with which you use the API, you shall prominently display and comply with a privacy policy on such Application that includes a full, accurate and clear disclosure regarding Lupl’s collection, use and distribution of personal information collected via the Service in accordance with our Privacy Policy, available at www.lupl.com/privacy-policy. You represent and warrant that your Application will not: (i) violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) violate any laws or regulations (including any privacy laws) or any obligations or restrictions imposed by any third party; (iii) be harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, or patently offensive, or promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or be otherwise objectionable; (iv) be harmful to minors in any way; (v) contain any computer viruses, worms, or any software intended to damage or alter a computer system or data; (vi) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, text messages, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (vii) offer or promote services that may be damaging to, disparaging of, or otherwise detrimental to Lupl or its licensors, licensees, affiliates and partners.

3.2 Refusal of Applications. Lupl will have the right, in its sole discretion, to refuse to permit your use of the API with a particular Application. Unless Lupl states otherwise, such rejection will not terminate this Agreement with respect to any other Application. Lupl will have no liability to you for such refusal.

3.3 Data Security. You will maintain reasonable and appropriate and industry standard administrative, physical and technical measures designed to protect any data made available through the APIs against loss and unauthorized access to, disclosure or use of such data in compliance with all applicable laws, rules, and regulations. In addition, You will maintain administrative, physical and technical measures designed to ensure the availability, integrity and confidentiality of such data. You will cooperate with any reasonable penetration testing exercises undertaken by Lupl in connection with verifying the security of any integration developed using the API.

3.4 Personally Identifiable Information. If applicable, to the extent that You receive or obtain any data that identifies or can readily identify an individual consistent with applicable law (“PII”), You will, at a minimum, establish and maintain a data security program that is designed to ensure the confidentiality of the PII, non-public personal information or other data is not accessed, used or disclosed contrary to your agreement with the relevant customer or any other applicable privacy laws and regulations.

3.5 Consent and Authority. Prior to any use, disclosure, collection or storage of any data through the API, you will ensure that you have obtained all applicable consents and authority from the applicable person or entity in compliance with all applicable laws, including privacy laws.

3.6 Compliance with Lupl Policies. You will comply with (a) best practices in the industry for the protection and storage of any data obtained through or sent via the API; and (b) any and all Lupl API and other policies and procedures made available to you, as may be updated from time to time. You will only process the minimum necessary data and will keep access tokens or secret keys private.

3.7 Deletion of Data. You will delete all data you have collected through the Lupl Properties: (i) upon request from the person or entity from whom you have collected such data or from us; (ii) if such data is no longer required; (iii) if your Application is longer authorized to use the API or Lupl Properties; or (iv) if the person or entity from whom you have collected such data is longer a user of the Lupl Properties. The restrictions of this Section do not apply to data that users of the Lupl Properties provide directly to you and that is separate from any data provided to you through the use of your Application.

3.8 Deletion at Termination. Upon termination or expiration of this Agreement, you will permanently delete all data and any other information that you have stored pursuant to your use of the API, except if doing so would cause you to violate any applicable law or obligation imposed by a governmental authority, or with Lupl’s prior written consent.

3.9 No Other Storing. You may not copy or store any data obtained or made available through the API, except to the extent permitted by this Agreement.

3.10 Export Restrictions. The Services, API and any related products, services and data, information, software programs, and/or materials resulting therefrom, may be subject to international rules that govern the export and re-export of software. You shall comply with all international and domestic export and re-export laws that apply to the Services and API and any related products or services, as well as end-user, end-use and destination restrictions issued by national governments. The Services and API are subject to the Export Administration Regulations (“EAR”) and thus may not be exported, re-exported or downloaded by any person in any controlled

countries under the EAR, which currently include Iran, North Korea, Cuba, Syria, Sudan and Crimea. Moreover, the Services and API may not be exported, re-exported or downloaded by any person or entity subject to U.S. or international sanctions regardless of location. You should consult <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern> for lists that you must check.

4. OWNERSHIP

4.1 Ownership. As between you and Lupl, Lupl owns all right, title and interest in and to the Lupl Properties and to all output and executables of the Lupl Properties, and any derivative works, adaptations, or translations of the foregoing. Except for the license granted in Section 2.1 (License Grant), this Agreement grants you no right, title, or interest in any intellectual property owned or licensed by us, including the Lupl Properties and Brand Features (as defined below). You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement. We claim no ownership or control over your Application or the content sent, posted or displayed through your Application, except for any Lupl Properties therein. However, you hereby grant Lupl the perpetual right to use any data provided to Lupl through the API on an anonymized and aggregated basis ("**Deidentified Data**") for internal use to improve the Lupl services and develop new products; provided any use of such Deidentified Data will comply with applicable laws.

4.2 Brand Features. We grant you a limited, non-exclusive license to display our name, logos and domain names (collectively, "**Brand Features**") to promote and advertise your use of the API in accordance with this section. When you promote your Application, you must not imply that your Application is created or endorsed in any manner by Lupl, although you may state facts (e.g., the Application is used with the Service). You agree, however, not to remove, obscure, distort, or alter any of our Brand Features or display our Brand Features in any way that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Lupl. All use by you of the Brand Features (including any goodwill associated therewith) will inure to the benefit of Lupl. At no time during or after the term of this Agreement will you challenge or assist others to challenge the Brand Features (except to the extent such restriction is prohibited by law) or the registration thereof by Lupl, nor will you attempt to register any trademarks that are confusingly similar in any way to any Brand Features. Any use of the Brand Features in connection with a media release, or advertising or promotion of your Application and/or use of the API is subject to Lupl's prior written consent, and any proposed use (including any copy or image of any media release or advertising that includes any the Brand Features) must be emailed to Lupl for approval at hello@lupl.com. Any failure of Lupl to respond within ten (10) business days will be deemed a rejection of such proposed use.

4.3 Modifications. We may release subsequent versions of the API and require you to use the most recent version. Your continued use of the API on any website after such a release will be deemed your acceptance of the modifications.

5. RELATIONSHIP

5.1 Marketing. Upon your Application becoming available for use by end users, we may publicly refer to you, orally or in writing, as an API licensee or integration partner of Lupl (including in a directory of our API developers or integration partners) and we may publish your name and logo on the Lupl website or promotional materials with

your prior consent, not to be unreasonably withheld. You grant us all necessary rights and licenses to do so.

5.2 Support. We may provide you with support, upgrades, or modifications for the API in our sole discretion. You shall appoint at least one support contact and will notify Lupl of such contact, at the outset of this Agreement ("**Support Contact**"); *provided, that*, you may update such Support Contact upon prior written notice to Lupl. Each Support Contact must be appropriately trained and qualified to provide Lupl with technical support and guidance in assisting you with any issues related to your Application, or to the Services or API. In the event we provide any support, it will be considered part of the API and Service for purposes of Section 9 (Disclaimer and Liability) and Section 10 (Indemnification) below, and we may terminate the provision of such support or modifications to you at any time without notice or liability to you. You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Application. We may redirect users and potential users of your Application to your email address on file for purposes of answering general Application inquiries and support questions.

5.3 Independent Development. You acknowledge and agree that Lupl may be independently creating applications, content and other products and services that may be similar to or competitive with your Application and its content, and nothing in this Agreement will be construed as restricting or preventing Lupl from creating and fully exploiting such applications, content and other items, without any obligation to you.

5.4 Feedback. If you elect to provide us with any comments, suggestions, or feedback related to our API ("**Feedback**"), you assign all right, title and interest in and to such Feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting, or compensation or other duty to account.

6. FEES AND PAYMENT TERMS (IF APPLICABLE)

6.1 Payment. You agree to pay all fees or charges to your Developer Account, if any, in accordance with the applicable fees, charges and billing terms in effect at the time a fee or charge is due and payable. Users must provide Lupl with valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("**Payment Provider**") when you purchase Services that are subject to fees. Your Payment Provider agreement governs use of the designated credit card account. You shall refer to that agreement and not the terms of this Agreement to determine your rights and responsibilities. By providing Lupl with your credit card number and associated payment information, you agree that we are authorized to immediately invoice your Developer Account for all fees and charges due and payable to Lupl hereunder and that no additional consent is required. You agree to immediately notify us of any change in your billing address or credit card used for payment hereunder. We reserve the right at any time to change our prices and billing methods, either immediately upon posting on the Website or by e-mail delivery to you. All fees for the Services are non-refundable.

6.2 Taxes. Lupl's fees are net of any applicable sales or use tax ("**Sales Tax**"). If any Services, or payment for any Services, under this Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Lupl, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority.

7. TERM AND TERMINATION

7.1 Term. You agree that this Agreement will be deemed to be in effect upon the date on which you accept this Agreement, in accordance with the preamble.

7.2 Suspension and Termination. We may change, suspend, or discontinue the availability or any functionality of the Lupl Properties, or any aspect of your access to the API, at any time upon notice to you (including via email or a post on our Website) and without incurring any liability to you. We may also impose limits on certain features and services, or API Calls, or restrict your access to part or all of the API or the Service without notice to you and without incurring any liability to you. Furthermore, Lupl may limit, suspend, or terminate your use of the Lupl Properties (and your rights under this Agreement) at any time. In addition, this Agreement will terminate automatically and without notice immediately upon any material breach of the terms of this Agreement by you.

7.3 Your Termination. You may terminate this Agreement for any reason or no reason at all, at your convenience, by ceasing your use of the Lupl Properties, and providing us written notice of your intent to terminate this Agreement.

7.4 Effect on Termination. Upon termination of this Agreement: (i) all rights and licenses granted will terminate immediately; (ii) any and all payment obligations, if any, will be due; (iii) each Party will promptly return to the other Party all Confidential Information (as defined below) of such Party in its possession, custody, or control. Neither Party will be liable to the other Party for damages of any sort resulting solely from the termination of this Agreement; and (iv) you will reasonably cooperate with Lupl to ensure that end users' data remains secure and accessible to them. Notwithstanding clause 7.4(i), Lupl's sole obligation as it relates to copies of, or references or links to, your Application will be to, upon written request from you, make commercially reasonable efforts, as determined in its sole discretion, to remove all such references and links.

7.5 Deletion of Data. Lupl will use reasonable efforts to delete your password, name, credit card information and all related information associated with or inside your Developer Account (or any part thereof), excluding data related to past Calls upon termination of this Agreement, or upon request.

7.6 Survival. Sections 4.1 (Ownership), 4.2 (Brand Features), 5.3 (Independent Development), 5.4 (Feedback), 6 (Fees and Payment Terms), 7.6 (Survival), and 8 (Confidentiality) through 11 (General) will survive any termination of this Agreement.

8. CONFIDENTIALITY

8.1 Ownership. "Confidential Information" means all written and oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information. All Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party;

(iv) to restrict access to the Confidential Information to such of its personnel, agents and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, the receiving Party will notify the disclosing Party as soon as possible.

8.2 Exceptions. The foregoing provisions will not apply to Confidential Information that: (i) is or becomes generally publicly available or enters the public domain through no fault of the receiving Party; (ii) is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iii) is already in the receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the receiving Party without use or reference to the Confidential Information of the disclosing Party; or (v) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) to comply with the order of a court or other governmental body or applicable law, provided the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this Agreement.

9. DISCLAIMER AND LIABILITY

9.1 Disclaimer. THE LUPL PROPERTIES ARE PROVIDED "AS IS," "WHERE IS," "WITH ALL FAULTS" AND WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. LUPL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/ NON-INFRINGEMENT. SOME ASPECTS OF THE API ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER. WE DO NOT REPRESENT, WARRANT, OR MAKE ANY CONDITION THAT THE LUPL PROPERTIES ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. WE ARE NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE API OR THE SERVICE, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOUR USE OF THE API IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM USE OF THE API INCLUDING, BUT NOT LIMITED TO, FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE USER AGREEMENT.

9.2 Limitation of Liability. LUPL WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR RELIANCE DAMAGES RELATED TO THIS AGREEMENT OR THE LUPL PROPERTIES. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE LUPL PROPERTIES EXCEED THE GREATER OF (A) THE

AMOUNTS PAID BY YOU TO LUPL DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT(S) GIVING RISE TO LIABILITY HEREUNDER, AND (B) ONE THOUSAND U.S. DOLLARS (\$1,000). NOTWITHSTANDING THE FOREGOING, LUPL DOES NOT IN ANY WAY SEEK TO EXCLUDE OR LIMIT LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY LUPL'S NEGLIGENCE OR FOR (B) ANY INJURY CAUSED BY LUPL'S FRAUD OR NEGLIGENCE.

9.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION 9 MAY NOT APPLY TO YOU.

10. INDEMNIFICATION

10.1 By You. You will defend, indemnify and hold harmless Lupl and its affiliates, and their respective directors, officers, agents, licensors, and other partners and employees from and against any third-party claim arising from or in any way related to your Application, your use of the Lupl Properties in violation of this Agreement, your data transmitted through the API, or your breach of any obligation herein, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

10.2 By Lupl. Lupl will, at its expense, defend or, at its option, settle any claim, action or allegation brought against you alleging that the use of the API in accordance with this Agreement infringes any valid copyright, United States patent or misappropriates a trade secret of a third party and will pay any final judgments entered into. You will give prompt written notice to us of such a claim and you will give us the exclusive right to defend any such claim, action, or allegation and or to make settlements thereof at our discretion. You will give such assistance and information as we may reasonably require to settle or to oppose such claims. This Section 10.2 provides your exclusive remedy for any infringement claims or remedies.

10.3 Options. In the event any infringement claim, action or allegation is brought or threatened, we may, at our sole option and expense: (i) procure for you the right to continue use of the API or infringing part thereof; (ii) modify or amend the API or infringing part thereof, or replace the API or infringing part thereof with similar functionality; or (iii) if neither of the preceding is commercially practicable, terminate the Agreement and the licenses granted herein.

10.4 Exclusions. This indemnification obligation will not apply if the infringement arises as a result of (i) any use of the API in a manner other than as specified in this Agreement, (ii) any use of the API in combination with other products, equipment, devices, systems, or data not supplied by us, to the extent such claim is directed against such combination, or (iii) any alteration, modification, or customization of the API made by any party other than Lupl or our authorized representative if such infringement would not have occurred without such alteration, modification or customization.

11. GENERAL

11.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between you and Lupl and governs your use of the Lupl Properties. If, through accessing or using the Lupl Properties, you use or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and this Agreement will not affect your legal relationship with such third party.

11.2 Relationship of Parties. The Parties hereto are independent contractors. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary, or joint venture relationship between the Parties. Neither Party is the representative of the other Party for any purpose and neither Party has the power or authority as agent, employee, or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

11.3 Governing Law. This Agreement will be governed in accordance with the laws of the Commonwealth of Virginia without reference to its conflicts of law principles.

11.4 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such term or provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.5 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder, to a third party without the other Party's written consent, except that a Party may assign this Agreement without such consent as a consequence of a merger, consolidation, reorganization, or sale of substantially all of its assets or of the business to which this Agreement pertains. Any assignment in violation of the foregoing is null and void. This Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.6 Waiver. Failure to enforce or a waiver by either Party of one default or breach of the other Party will not be considered to be a waiver of any subsequent default or breach.

11.7 Notices. All notices required or permitted hereunder will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses. All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier. You agree that Lupl may send any privacy or other notices, disclosures, reports, documents, communications and other records regarding the Service (collectively, "**Notices**") in electronic form to: (1) the email address that you provided during registration, or (2) by posting the Notice on the Service. The delivery of any Notice is effective when posted to the Service or sent by Lupl (whichever first occurs), regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling your Developer Account. You must give notice to us in writing via email to support@lupl.com or another address otherwise expressly provided.

11.8 Force Majeure. Neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war.

11.9 Remedies. All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies. A Party's breach or threatened breach of any of its covenants or agreements in this Agreement may cause irreparable injury that is inadequately compensable in monetary damages.