Corti Terms of Service (for Reseller End Customers)

(Version 1.0)

These Corti Terms of Service form a binding legal agreement (the "**Agreement**") between Corti ApS, organized and existing under the laws of Denmark, having its principal office at Store Strandstræde 21, 4. 1255 Copenhagen K, with company registration number 35669825, ("**Corti**") and the applicable customer ("**Customer**") entering into an Order Form (as defined below) with a reseller authorized by Corti ("**Reseller**"). Corti and the Customer are hereinafter referred to collectively as the "**Parties**" and each as a "**Party**".

1. **DEFINITIONS**

    Defined terms shall have the meanings set out below:

   1.1. "**Administrator**" means one or more individuals who are employees of the Customer, having responsibility for administration of Platform.

   1.2. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with another entity.

   1.3. "**API**" means the application programming interface in the Platform enabling interaction between the Platform and Customer's systems.

   1.4. "**Corti IP Rights**" means copyrights, designs, patents, trademark rights, domain names, and any other proprietary intellectual property rights and know-how to the Platform, including the software, any Enhancements, and the Documentation.

   1.5. "**Customer Data**" means any data, including Personal Information, submitted by Customer to the Platform.

   1.6. "**Documentation**" means any user guides, manuals, and other documentation that may be provided by Corti from time to time regarding the Platform.

   1.7. "**Effective Date**" is the effective date specified in the Order Form. If no date is specified, it shall be the date on which the last party executed the Order Form.

   1.8. "**Enhancements**" means updates, upgrades, modifications, improvements, developments, new features, or other enhancements related to the Platform.

   1.9. "**Initial Term**" is listed in the Order Form. If no date is specified, the initial term shall be 12 months from the Effective Date.

   1.10. "**Modules**" means the modules listed in the Order Form as included in the Customer's subscription to the Platform and any modules subsequently added hereto by separate written agreement between the Reseller and the Customer, as communicated in writing to Corti.

   1.11. "**Order Form**" means an order form executed between the Customer and the Reseller for access to the Platform and any related offerings or services.

   1.12. "**Personal Information**" means any information submitted by or on behalf of Customer to the Platform relating to an identified or an identifiable natural person.

1.13. "**Platform**" means Corti's hosted software platform(s) made available to Customer hereunder, as listed in the Order Form, including maintenance, underlying server infrastructure services, and the API as well as any Enhancements.

1.14. "**Section**" means the sections of this Agreement.

1.15. "**Third-Party Sites**" means any websites, platforms, applications, or other software or materials owned and operated by third parties.

2. PLATFORM LICENSE

2.1. Grant of license. Subject to Customer's compliance with the terms and conditions set out in the Agreement, and Customer's payment of all applicable fees under the Order Form, Corti grants Customer a non-exclusive, non-sublicensable, and non-transferable right to access and use the Platform. Customer may only use the Platform for Customer's internal business purposes in accordance with this Agreement and the Documentation.

2.2. Restrictions. Customer will not, and will ensure its users do not, directly or indirectly:

2.2.1. sell, lease, license, sublicense, or otherwise make the Platform available, in whole or in part, to any third party;

2.2.1. use manual or automated means to trawl, mine, scrape, frame, or mirror the Platform; decompile, disassemble or reverse engineer the Platform, or attempt to access any source code included in the Platform;

2.2.2. use the Platform to develop any competing offering;

2.2.3. upload, transmit, or submit any viruses, malware, or malicious code, or other harmful materials to the Platform, or otherwise interfere with the operation of the Platform;

2.2.4. attempt to gain any unauthorized access to the Platform or any part thereof;

2.2.5. use the Platform for any unlawful purpose or in an unlawful manner

2.2.6. remove any trademark or copyright notices contained in the Platform;

2.2.7. provide any false or misleading information or any information it does not have the right to provide;

2.2.8. otherwise violate the Documentation and/or any of Corti's other published rules, policies, or guidelines; or

2.2.9. perform any security or penetration testing, or benchmarking analysis, of the Platform.

2.3. Group license. Notwithstanding the foregoing, Customer may sublicense the Platform to its Affiliates, provided that Customer ensures such Affiliates comply with this Agreement. Customer shall be responsible towards Corti for any non-compliance with this Agreement by an Affiliate. For the avoidance of doubt, sublicensing to an Affiliate under this Section 2.3 shall not affect Customer's obligations towards Corti under the Agreement.

3. ACCESS TO THE PLATFORM

3.1. General. The Platform is delivered as an online software-as-a-service operated by Corti and may be accessed through a web application or the API. To use the Platform, Customer must meet the technical requirements set out in the Documentation.

4. LICENSING OF THIRD-PARTY SOFTWARE

4.1. <u>Open-source software.</u> The Platform is partially comprised of certain open-source software components, which is subject to the terms and conditions of the respective open-source license agreements as set out in the Documentation.

4.2. <u>Subcontractors.</u> Corti shall be responsible for its use of any subcontractors, as if Corti had performed such services itself. Entering into this Agreement, Corti makes use of the subcontractors set out in the Documentation, which Customer hereby approves. For underlying cloud infrastructure, Corti currently uses Microsoft Azure. Customer accepts any standard terms of these subcontractors in effect from time to time, and Customer shall indemnify Corti from and against any losses incurred in connection with Customer's breach of such standard terms. Irrespective of the foregoing, Corti may freely perform further outsourcing or chain outsourcing of services.

5. SCOPE OF LICENSE

5.1. <u>Platform.</u> The license to the Platform includes access to the Modules subscribed for by Customer as set out in the Order Form, or in a separate statement of work executed by both Parties, with features as described in the Documentation. Unless otherwise expressly stated in the Order Form, the Platform will be hosted in Corti's standard cloud environment.

5.2. <u>Limitations.</u> If Customer is to pay a Fixed Usage Fee according to (and as defined in) the Order Form, the scope of the Platform is limited to the number of calls and locations set forth in the Order Form. Customer may request changes to the number of maximum calls and locations by contacting Reseller. Any increases may be subject to additional charges.

5.3. <u>Enhancements.</u> Customer acknowledges that it is entering into this Agreement on the basis of the Platform as it exists today, and not in reliance upon any requested or anticipated Enhancements. Enhancements are developed and released at Corti's sole discretion, and Corti is only obligated to provide or procure Enhancements necessary to keep the Platform in an operational state. Enhancements will be the sole property of Corti, and for avoidance of doubt Customer hereby assigns any right, title, or interest it may otherwise have in any such Enhancements to Corti.

5.4. <u>Exclusions</u>. The license to the Platform does not cover the following or in the following situations:

- hardware, software, or other components which are not part of the Platform;

- errors or problems caused by or contributed to by hardware, software or other components, which are not provided by Corti;

- errors or problems caused by Customer or its users not following the instructions and recommendations from Corti;

- if Customer has rejected the implementation of any Enhancement;

- errors or problems caused by third parties not acting on behalf of Corti; or

- Customer not fulfilling its obligations in this Agreement, including as set out in Section 6.

6. CUSTOMER OBLIGATIONS AND USERS

6.1. General. Customer shall follow all reasonable instructions and recommendations given by Corti in respect of the use of the Platform, including Corti's published rules, policies, or guidelines. Customer shall cover any additional costs of Corti incurred by Customer not fulfilling its obligations.

6.2. User Access. Customer is solely responsible for managing user access, both for Administrators and regular users, to the Platform and, thus, the Customer Data, including Personal Information, accessible therein.

6.3. Unauthorized Access or Use. Customer will prevent any unauthorized access to, or use of, the Platform and, in the event of any such unauthorized access or use, promptly notify Corti. Customer is solely responsible for ensuring that its Administrators' and regular users' access means remain secure and confidential and will notify Corti immediately if it suspects any unauthorized use of a user account.

6.4. Responsibility for Users. Customer will be fully responsible for the Administrators' and regular users' authentications, for any actions taken using Customer's user accounts, and for any acts or omissions of Customer's personnel. If requested by Corti, Customer will provide a list of its then-current Administrators and regular users within 5 days.

6.5. Training data. Customer shall deliver and lawfully disclose data which has been generated through the Customer's use of the Platform to Corti in an anonymized fashion for Corti's further development of the Platform. Customer must ensure that there is no Personal Information contained in such training data.

7. FEES AND PAYMENT

7.1. General. Customer is responsible for paying Reseller the fees as set forth in the Order Form in accordance with the applicable payment terms.

8. TERM AND TERMINATION

8.1. Term; Renewal. The Agreement will take effect on the Effective Date and, unless terminated earlier in accordance with Section 8.2, will continue for the Initial Term. Unless otherwise set forth in the Order Form, the Agreement will automatically renew upon expiry of the Initial Term for successive renewal periods of equal duration as the Initial Term (each, a "**Renewal Period**" and together with the Initial Term, the "**Term**"), unless either Party terminates the Agreement by giving at least 90 days' written notice prior to the end of the then-current Initial Term or Renewal Period.

8.2. Termination for Cause. Either Party may terminate the Agreement immediately for cause if the other Party materially breaches the Agreement and does not cure such breach within 30 days from receipt of written notice thereof or, if the breach is not curable, without further notice. Further, Corti may terminate the Agreement immediately upon written notice to Customer if Customer:

8.2.1. files, or has filed against it, a petition under any law relating to insolvency or the protection of creditors;

8.2.2. makes an assignment of the benefit of creditors;

8.2.3. has a receiver or similar official appointed for all or substantially all of its assets;

8.2.4. uses the Platform for any unlawful purpose or in an unlawful manner;

8.2.5. breaches the provisions on Corti IP Rights in this Agreement or otherwise infringes Corti IP Rights; or

8.2.6. breaches the standard terms of any of Corti's licensors or subcontractors.

8.3. <u>Effect of Termination</u>. Termination or expiration of the Agreement will not affect any already-accrued obligations or liabilities (including Customer's obligation to pay all fees owed). Upon the expiration or termination of this Agreement, Customer's right to access the Platform will immediately end, and Customer shall be under an obligation to return all material related hereto to Corti, including the Documentation.

8.4. <u>Survival</u>. The provisions of Sections 2.2 (Restrictions), 5.3 (Enhancements), 8.3 (Effect of Termination), 8.4 (Survival), 11.2 (Disclaimer), 11 (Confidential Information), 12 (Customer Data), 13 (Personal Data), 14 (Intellectual Property Rights), 15 (Liability) and 16 (General) of this Agreement will survive the expiration or termination of the Agreement in addition to those Sections that in accordance with their content are of a surviving nature.

8.5. <u>Remedies</u>. Termination of the Agreement is without prejudice to any other remedies available to the terminating Party.

9. SUSPENSION

9.1. <u>Suspension</u>. Corti may immediately suspend Customer's access to the Platform if:

9.1.1. Customer breaches Section 2.2,

9.1.2. Customer fails to pay any amount when due; or

9.1.3. Corti determines in good faith that suspension is necessary to avoid possible harm to Corti's, Customer's, or any third party's property, systems, or information.

9.2. <u>Notification</u>. Corti will notify Customer of the suspension and reason therefore as soon as commercially practicable, and restore service as soon as commercially practicable once the underlying issue is resolved.

10. WARRANTY AND DISCLAIMERS

10.1. <u>Limited Warranty</u>. Corti represents and warrants that the Platform will perform in material conformance with the Documentation. For any breach of this warranty, Corti's sole obligation and Customer's sole remedy will be for Corti to use all commercially reasonable efforts to promptly (and at no charge) bring the Platform into material conformance. This warranty will not apply to any non-conformance caused by Customer's misuse or modification of the Platform or any failures or problems in Customer's own equipment, networks, and systems.

10.2. <u>DISCLAIMER</u>. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CORTI PROVIDES THE PLATFORM "AS IS" AND "AS AVAILABLE" AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING THE FOREGOING, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT, AND DOES NOT GUARANTEE THAT THE PLATFORM OR THE DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE PLATFORM OR DOCUMENTATION MAY CONTAIN LINKS OR REFERENCES TO THIRD PARTY SITES OR DATA. CUSTOMER ACKNOWLEDGES THAT CORTI DOES NOT OWN OR CONTROL ANY THIRD-PARTY SITES OR DATA AND DOES NOT ENDORSE OR CONTROL THE CONTENT OR TERMS THEREOF. CORTI WILL HAVE NO LIABILITY FOR ANY THIRD-PARTY SITES OR DATA OR CUSTOMER'S USE OF OR RELIANCE OF SUCH THIRD-PARTY SITES OR DATA. CORTI WILL HAVE NO LIABILITY FOR ANY ACTS OR OMMISSIONS OF RESELLER, AND ANY CLAIMS RELATED TO SUCH ACTS OR OMMISSIONS MUST BE MADE AGAINST RESELLER DIRECTLY. If any of the foregoing disclaimers are unenforceable under applicable law, any residual

warranties are limited to 90 days from the date Corti first granted Customer access to the Platform.

11. CONFIDENTIAL INFORMATION

11.1. <u>Definition</u>. "**Confidential Information**" means any non-public information provided by one Party ("**Discloser**") to the other Party ("**Recipient**") hereunder that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or circumstances of the disclosure. Confidential Information includes information regarding a Party's technology, software, websites, pricing, customers, or other business, technical, or financial information. Without limiting the generality of the foregoing, Customer's Confidential Information includes the Customer Data (as defined below), and Corti's Confidential Information includes any non-public information regarding the Platform and the Documentation.

11.2. <u>Exclusion</u>. Irrespective of Section 11.1, Confidential Information does not include information that:

11.2.1. is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser;

11.2.2. is in or enters the public domain through no wrongful act of the Recipient;

11.2.3. is or was lawfully received by Recipient from a third party without confidentiality obligations; or

11.2.4. can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information.

11.3. <u>Protection</u>. Recipient will only use Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information.

11.4. <u>Confidentiality Period</u>. The protections set forth in this Section 11 will continue to apply to any Confidential Information disclosed during the Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.

11.5. <u>Compelled Disclosure</u>. If Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of Discloser, Recipient will, if legally permitted, provide Discloser with prompt written notice sufficient to allow Discloser an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Recipient may produce only such Confidential Information as is required by the court order or governmental action.

11.6. <u>Return or Destruction</u>. At Discloser's request upon termination of this Agreement, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

11.7. <u>Remedies</u>. Each Party agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Section 11 and, accordingly, that the non-breaching Party will be entitled to seek

injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that Party.

11.8. <u>Know-how</u>. Corti shall not in any way be restricted from using any general and specific knowledge and know-how obtained from Customer.

12. CUSTOMER DATA

12.1. <u>General</u>. Customer Data is owned by the Customer and is part of Customer's Confidential Information. Corti will use commercially reasonable safeguards designed to protect Customer Data in its possession or control from any unauthorized use or disclosure.

12.2. <u>Processing rights</u>. Corti is entitled to process Customer Data for the purpose of Customer's use of the Platform, including through the Customer's upload to cloud infrastructure included in the Platform.

12.3. <u>Usage Data</u>. Irrespective of this Section 12, Corti may use and disclose training data, cf. Section 6.5, or Customer Data other than Personal Information which is not anonymized as described above or aggregated technical or usage data relating to the Customer's use of the Platform and the performance of the Platform (collectively "**Usage Data**") for the purpose of improving its offerings and other legitimate purposes, provided Corti does not disclose any Usage Data in a manner that identifies Customer or any individual.

12.4. <u>Backups</u>. Corti will not be responsible for any loss, destruction, alteration or disclosure of Customer Data, and Customer should make its own backups of important Customer Data. In the event of any loss or damage to Customer Data in Corti's possession, Corti's sole responsibility will be to use commercially reasonable efforts to restore the latest backup of such Customer Data maintained by Corti in accordance with its standard archiving procedure.

13. PERSONAL INFORMATION

13.1. <u>Compliance</u>. Customer must comply with applicable data protection law and shall be considered data controller for any personal data processed under this Agreement.

13.2. <u>Data Processing</u>. Any processing of Personal Information carried out by Corti on behalf of Customer is done solely pursuant to Corti's standard data processing agreement in force from time to time and Customer's specific instructions, if any. Any Customer specific instructions regarding processing of Personal Information may be subject to additional charges.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. <u>Rights</u>. Customer acknowledges that all rights, title, and interests in and to the Platform and the Documentation (including all Corti IP Rights) belong solely to Corti or its relevant licensors. Rights in the Platform are licensed (not sold) to Customer, and Customer has no rights in the Platform other than the right to use them in accordance with the Agreement and the Documentation.

14.2. <u>Feedback</u>. Any intellectual property rights created or formed as a result of the Agreement, including any intellectual property rights related to feedback, suggestions, or requests for Enhancements provided from Customer or its users to Corti regarding the Platform (collectively, "**Feedback**"), shall belong to and vest in Corti immediately upon creation without any further consideration paid. Customer shall, and ensure that its users will, execute those documents and do those things which Corti considers necessary to give full effect to this Section 14.2.

14.3. <u>Indemnification by Corti</u>. Corti will indemnify, defend, and hold Customer harmless from and against any losses, liabilities, damages, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") it may incur in connection with a third-party claim to the extent arising out of any infringement of third party rights by Corti or the Platform. If a third-party claim of infringement is threatened or occurs, Corti may seek to mitigate damages by modifying the Platform to be non-infringing, obtaining a license for Customer to use the Platform, or (if neither of the foregoing are commercially feasible) terminating this Agreement.

14.4. <u>Notice and Cooperation</u>. If a third party claims that Corti or the Platform infringe third party rights, Customer shall give Corti prompt written notice of the claim and Corti shall take over the defense of the claim. Customer shall cooperate with and assist Corti in defending or settling such claim at Corti's expense. Customer may not make any admission as to liability and shall not consent to the entry of any judgment or enter into any settlement without Corti's prior written consent.

14.5. <u>Indemnification Exclusions</u>. Corti shall not be liable for indemnifying Customer for any infringement claims arising out of:

14.5.1. misuse or modification of the Platform,

14.5.2. combination of the Platform with any components not provided by Corti, or

14.5.3. Customer Data or Corti's conformance with Customer's specific requirements or instructions.

14.6. <u>Indemnification by Customer</u>. Customer will indemnify, defend, and hold Corti harmless from and against any Losses it may incur in connection with a third party claim to the extent arising out of Customer's use of the Platform or the Documentation, other than those claims that Corti has indemnified Customer against under Section 14.3.

14.7. <u>Exclusive Remedy</u>. The foregoing rights of Customer shall be the Customer's exclusive remedy for any third-party claims of infringement.

15. LIABILITY.

15.1. <u>LIMITATIONS OF LIABILITY</u>. IN NO EVENT WILL CORTI BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REPUTATION, OR DATA) IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY TOTAL AMOUNTS EXCEEDING THE FEES ACTUALLY PAID BY CUSTOMER TO RESELLER IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM FOR THE LICENSES RESOLD TO CUSTOMER UNDER THE ORDER FORM.

15.2. <u>Product Liability</u>. Corti shall only be liable for product damages in accordance with the general rules of Danish law to the extent such liability cannot be waived by agreement. Corti specifically waives any other product liability on any other basis.

16. GENERAL

16.1. <u>Insurance</u>. Corti will maintain, throughout the Term, commercially reasonable insurance coverages, including general liability insurance and cyber insurance policies.

16.2. <u>Notice</u>. Notices will be considered properly received: (i) when delivered, if delivered in person or via e-mail; (ii) one business day after dispatch, if sent by an overnight delivery service that provides signed acknowledgment of receipt; or (iii) three business days after deposit in the mail, if sent by certified or registered first class mail, postage prepaid, return receipt requested. Notices to Corti will be addressed as set forth at the top of this Agreement, provided that Corti may update its e-mail or postal address for notice from time to time by notifying to the other Party in writing.

16.3. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of Denmark disregarding its principles on the choice of law.

16.4. <u>Venue</u>. Any dispute or claim arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen, and the language of the arbitration proceedings shall be English.

16.5. <u>Independent Contractors</u>. The Parties are independent contractors, and nothing in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

16.6. <u>Force Majeure</u>. Except for payment obligations, neither Party will be liable for any delays or failures to perform to the extent due to a cause beyond such Party's reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, failure of internet or communications networks, telecommunications disruptions, interruption or breakdown in energy or internet supplies, health emergencies including pandemics, epidemics or similar serious outbreaks of disease, quarantines, compliance with the laws, acts, orders, rules or regulation of any government body or other force majeure events.

16.7. <u>Assignment</u>. Neither this Agreement nor any rights or responsibilities hereunder may be assigned, delegated, or otherwise transferred by Customer without the prior written consent of Corti. Corti may transfer or assign this Agreement to an Affiliate or to the successor entity in the event of a merger, stock sale, or sale of all or part of Corti's business.

16.8. <u>Severability</u>. Should any provision of the Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect, and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.

16.9. <u>Entire Agreement</u>. The Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the Parties regarding the subject matter. The Customer and the Reseller may agree on additional terms and conditions for the Customer's access to and use of the Platform, e.g. scope of services, payment, invoicing, liability, etc. Such additional terms and conditions are the sole responsibility and liability of the Reseller, and in case of discrepancies between such terms and conditions and this Agreement, Corti shall only be responsible for the contents of this Agreement and assumes no responsibility or liability for the contents of any other agreement, including the Order Form.

16.10. <u>Amendments</u>. Corti may change this Agreement from time to time. The current version of this Agreement is available on Corti's website, at [link] (https://www.corti.ai/user-agreement). Corti will notify the Customer directly of all material changes with reasonable notice (in no event less than one month). If such material changes have

material adverse effects for the Customer, the Customer will have thirty calendar days from the notification date to object to the change in writing to Corti. The objection of Customer must be well-founded. Such objection will entitle Customer to terminate this Agreement with effect from the date of the material changes. Absence of any objections from the Customer shall be deemed a consent to the change.

16.11. <u>Waivers</u>. No waiver of a breach of any provision of this Agreement by either Party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving Party.