

# Neurons Inc Explore

*Terms & Conditions*

## **PURCHASE TERMS**

These purchase terms constitute a legally binding contract between Neurons and our clients. The Agreement sets out rules under which we provide our clients with our SaaS products (Predict and Explore) using applied neuroscience and AI to better predict and understand the customer experience.

### **1. ACCEPTANCE**

1.1 By using the Neurons Inc ApS (hereafter “**Neurons**”) service, the Client (hereafter “**Client**”) is agreeing to be bound by this agreement (this “**Agreement**”) and the terms contained herein, unless the terms have been expressly deviated from or modified through another written agreement between both parties. A final agreement between the Client and Neurons is considered to have been finally concluded on these terms when the Client has accepted this Agreement electronically or otherwise accepted to Neurons in writing via Quote. None of the Client rights and entitlements in this Agreement shall however apply for free versions, trials and/or pilots as the rights and entitlements are considered valid for purchased Services only.

Neurons and the Client are also hereinafter individually referred to as “**Party**” and collectively as “**Parties**”

### **2. Definitions**

- 2.1 “Affiliate(s)” shall mean any person(s) or entity/entities that directly or indirectly controls, or is controlled by, or is under common control with, the Client.
- 2.2 “Business Relationship” shall mean the business, professional or commercial relationship between the Client and Neurons for which they have entered into this Agreement.
- 2.3 “Clause” shall mean a clause of this Agreement.
- 2.4 “Confidential Information” shall mean any information, whether oral or written, communicated between the Parties which has not either been expressly stated to not be confidential, and/or which is listed in Clause 14.3(i), (ii), (iii), (iv), and (v).
- 2.5 “Client’s Affiliates” shall mean Affiliates of the Client.
- 2.6 “Client Data” shall mean any data, content, materials, stimuli, information, intellectual property which specifically belongs to the Client at the time of

submission, or which the Client has the express consent to use at the time of submission.

- 2.7 “Custom Clause(s)” shall mean any Clause(s) of this Agreement that has been custom made/amended/edited/added and differs from the version of this Agreement found on the official [website](#).
- 2.8 “Deliverables” shall mean the report submitted to the Client by Neurons in the latter’s form of choice.
- 2.9 “Disclosing Party” shall mean the Party disclosing Confidential Information to the Receiving Party.
- 2.10 “Full Suite Client” shall mean a Client who utilizes both Explore and Neurons AI.
- 2.11 “High Demand Client” shall mean a Client who requires a high number of analyses and/or expedited analyses that go beyond the Standard Project Turnaround Time.
- 2.12 “Intellectual Property Rights” shall mean to include, but not be limited to all software, codes, logos, name, designs, websites including designs of the websites, products, service, patents, inventions, trademarks, copyright, database rights, domain name, and other similar rights.
- 2.13 “Internal Business Purpose” shall mean the use of the Service by the Client and its employees, and Point of Contact for the Client’s own internal business purposes, including the use of the Services to provide services to the Client’s own customers.
- 2.14 “Point of Contact” shall mean the particular contact(s) of the Client that Neurons shall be in contact with.
- 2.15 “Project Management Team” shall mean the team working on providing the Services to the Client. They also operate as the customer support for any questions the Client may have.
- 2.16 “Quote” shall mean the quote or statement of works (SOW) provided to the Client with details of their Service Package and Subscription.
- 2.17 “Receiving Party” shall mean the Party receiving Confidential Information from the Disclosing Party.
- 2.18 “Service” shall mean, the Service provided by Neurons, purchased by the Client, commonly referred to as “Explore”. Where the Client is a Full Suite

Client, the terms and conditions of their use of Neurons AI shall be governed by a separate agreement.

- 2.19 "Service Package" shall mean the category of purchase of Service the Client has agreed to take.
- 2.20 "Standard Project Turnaround Time" shall mean Neurons standard timing for processing of Client Data, analyzing the Client Data, and then submitting its report. This is typically five (5) to ten (10) working days from the receipt of assets and brief (whichever is received later), however this may vary depending on circumstances surrounding the testing of assets, such as when assets were received, and the availability of panels for testing. days.
- 2.21 "Subscription" shall mean the subscription of the Service as mentioned in the Quote.
- 2.22 "Subscription Term" shall mean the initial term of the Subscription of the Client to the Service and Platform.
- 2.23 "Test/Project": shall mean the test or project for which the Client wishes to use the Services, and shall include any of the following which will be mentioned in the Quote:
  - i. "Project;
  - ii. "In-Context Test;
  - iii. "Creative Test; and
  - iv. "Audience".
- 2.24 "Test Subject Panelists" shall mean those panelists who Neurons will share marketing assets of the client (included in the Client Data) and any other relevant data in order to prepare the Deliverables for the Client.
- 2.25 "Third-Party" shall mean any person or entity other than the Parties or their Affiliates.
- 2.26 "Third-Party Products" shall mean any products of third-parties.
- 2.27 "Unauthorized Use" shall mean any use of the Service that is not in accordance with this Agreement, and shall also include use of the Service that has not been authorized by the Client.
- 2.28 "Unauthorized Third-Party" shall mean any person who may have gained access to the Service, but who is not authorized to use the Service.

### **3. SERVICE**

- 3.1 Neurons provides its clients with a service using applied neuroscience and AI to better predict and understand the customer experience. By using the Service, the Client gets access to the Platform where they upload their creatives for analysis for an agreed upon Subscription Term as described in this Agreement, or the Quote, or otherwise agreed in writing.
- 3.2 During the course of the Term, the Client shall submit to Neurons Client Data for analysis, this analysis will take the form of testing the Client Data on Test Subject Panelists and a compilation of the data received from the Test Subject Panelists and analysis by Neurons which shall then be made available to the Client in the form of a report.
- 3.3 The Client shall receive a Quote which shall specify, among other things, the exact Service, being availed by them, the billing details, and the length of time for which the Service is being provided. Any information provided in the Quote which contradicts this Agreement shall be deemed to overwrite the contradictory term in this Agreement.
- 3.4 Subject to the terms and conditions of this Agreement, Neurons grants to the Client, a non-exclusive, non-transferable, non-licensable/sublicensable, limited right to access and use the Service for its own Internal Business Purpose during the Subscription Term, and in accordance with applicable package/order agreed upon.
- 3.5 The Client shall ensure that they are not in any way shape or form, legally prohibited from receiving or using the Service under the laws of the Country in which they are residing in, or from which they have access to the Service.
- 3.6 The Client understands that they are responsible for providing a Point of Contact to Neurons, through whom Neurons and the Client shall communicate. This may be an individual or a team of people assigned by the Client for such purpose. The Client understands that the Client is responsible for informing Neurons of any change to the Point of Contact, and that Neurons shall not be responsible for any damages to the Client or any Third-Party resulting from Neurons communication with a former Point of Contact, or anyone included in the Point of Contact unless Neurons has received and acknowledged the communication from a Client informing them of a change to the Point of Contact.
- 3.7 The Client ensures that all Point of Contacts shall access and use the Service in compliance with this Agreement, and shall notify Neurons immediately if the Client becomes aware of any Unauthorized Use of any password, or if the Client believes that any such password may have become known to an Unauthorized Third-Party.

- 3.8 The Client understands that, unless written consent is given by Neurons, this Agreement does not give the Client's Affiliates any right to use the Service.
- 3.9 The Client shall understand that other than the rights expressly specified in this Agreement and the Quote, no other right or interest is granted to the Client in connection with the Service. The Client shall ensure that they shall not:
- i. Use the Service for purposes other than as stated in this Agreement or the agreed Service Package;
  - ii. Rent, lease, sell, distribute, to transfer in whole or in part, the right to use the Service as mentioned in the Quote or otherwise agreed upon in writing or any part thereof to any Third-Party;
  - iii. Input, upload, transmit or otherwise provide to Neurons, for analysis any information, stimuli, or materials that are unlawful or injurious, threatening, pornographic, violent, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially/ethnically/or otherwise objectionable, or that contain, transmit, or activate any harmful code. Neurons reserves the right to remove any site hosting such content from the Service without notice;
  - iv. Attempt to discover or gain access to the source code for any software of Neurons, or reverse engineer, decode, modify, decrypt, extract, disassemble, or decompile such software, or replicate a product providing the same services as Neurons, build a product using similar ideas, features, functions or graphics of a service of Neurons, or any competitive product or service, or copy any ideas features, functions or graphics of a service of Neurons;
- 3.10 Neurons reserves the right to develop and improve its products and Service, including their functionality in such a way as deemed appropriate or necessary by Neurons. Neurons may suspend or discontinue the subscribed products and Service if it is a matter of short-term maintenance, support and service. In all such cases Client will be provided adequate notice.
- 3.11 By utilizing the Service, the Client acknowledges and agrees to adhere to the Neurons' ethical policies, as detailed on the Neurons ethical policies page (the "**Ethical Policies**"). The Ethical Policies encompass industry restrictions, regional constraints, and guidelines for ethical business practices. It is the Client's sole responsibility to ensure full compliance with the Ethical Policies when using the Service and when granting access to others. The Client acknowledges that any failure to adhere to these policies may result in the suspension or termination of the Client's access to the Service.
- 3.12 Post Project Support and amendments:

- i. Neurons offers one round of Post-Project Support which shall last for 30 calendar days from the completion date of the Test/Project. This Post Project Support shall cover minor changes including text adjustments and layout tweaks. This round is intended for fine-tuning only and does not extend to major modifications of the core components of the Test/Project. The Amendments shall not require significant redevelopment, reprocessing, or in-depth analysis. This Post-Project Support shall not extend to the reopening of fieldwork once it is closed.
- ii. Any amendments or support requested by the Client outside of the scope as stated in Clause 3.13 (i) shall be subject to additional charges which may be based on either an hourly rate or a fixed fee. For clarity, requests for substantial changes, extensive reporting, additional presentations, or modifications to report formats are not included in the Post-Project Support and will be charged at an additional cost.
- iii. After the initial round, additional rounds of minor amendments can be purchased at 500 EUR per round.
- iv. Requests for changes after the 30-day support period are outside the original project scope. Further support will be available at an agreed upon hourly or project rate.

## **4 PRICING**

- 4.1 The Client shall be charged a yearly non-refundable fee for the Subscription exclusive of any taxes, levies and duties, that shall be based on the agreed upon Subscription purchased by the Client.
- 4.2 The Subscription fee shall remain subject to any additional charges that may be charged to the Client from time to time. All fees and charges shall be made available to the Client on the Service. Neurons may at any time introduce charges for components of the Service, which may have initially been provided without charge but shall give notice on the site of the introduction of any such charges.
- 4.3 The Client shall be responsible for providing complete and accurate billing and contact information to Neurons and such other information required by the agreed Subscription.
- 4.4 Charges may be subject to adjustment in the event that:
  - i. additional costs caused by defective materials or stimuli supplied by the Client, by materials and/or data in an unsuitable format or a different format to that which Neurons may be expected to receive, or by materials and/or data of an unsuitable quality that are subject to normal processing; or

- ii. the information supplied by the Client in connection with the Service is inadequate, inaccurate or misleading;
  - iii. the Client changes the requirements of the Service;
  - iv. the Client requires the Deliverables in a time frame outside the scope of the Standard Project Turnaround Period, or the period determined by Neurons for a High Demand Client, or where different completion times have been agreed to between the Client and Neurons.
  - v. the Client makes any changes to the to the project's agreed stimuli, setup, timings, or other requirements after work has commenced.
  - vi. the Client fails to meet agreed deadlines or provide the required approvals or inputs on time
  - vii. Re-fielding or re-recruitment of Test Subject Participants is required due to late or defective stimuli, changes in project requirements, or any other delays caused by the client
  - viii. There are any delays cause by a Third-Party engaged by the Client
- 4.5 The Client recognizes that this is a one-off purchase of Test/Project of tests as stated in the Quote. Any further use of the Service that goes beyond the Project/Test after signing this Agreement and before the end of the Subscription Term shall be invoiced to the Client.
- 4.6 Upon renewal of a subscription, Neurons reserves the right to adjust the price of the Service to account for inflation or new pricing policy.
- 4.7 Neurons shall invoice the Client for all charges incurred by the Client regardless of the Service provided by Neurons. In the case of a Full Suite Client the Client will be charged for both Explore and Neurons AI as stated in the Quote.
- 4.8 Unless otherwise agreed upon, all charges shall be paid within 14 days on receipt of invoices. Any valid and finally settled disputed overdue amounts shall be subject to an interest at a rate of 8% above the official discount rate of the Danish National Bank from time to time.
- 4.9 If the Client requires certain prerequisites (such as, but not limited to, purchase orders or vendor set up forms) prior to the issuance of invoice from Neurons, such prerequisites must be provided to Neurons within 5 working days from the date of signing this Agreement. In the event the Client does not provide the prerequisites within the specified timeframe, Neurons reserves the right to either refuse to render the Service to the Client, or to independently send an invoice for the products or Services rendered, which shall be payable by the

Client within 30 days on receipt of the invoice, or within the timeframe as agreed upon between the Client and Neurons.

- 4.10 Neurons reserves its right, upon issuing a written warning, to suspend access to the Service, and to suspend any work to the Client for late payment of any sum due (excluding amounts disputed in reasonable and good faith) from the Client under any contract between the Client and Neurons, or for any breach of the terms of this Agreement.
- 4.11 Payment of all charges shall only be made in the currency in which they are invoiced and shall not be subject to any deductions whatsoever.

## **5 CLIENT DATA**

- 5.1 Client owns and retains all rights to the Client Data. This Agreement does not grant Neurons any ownership rights to Client Data. The Client grants permission to Neurons and Neurons' sub-processors to use the Client Data as is necessary to provide the Service.
- 5.2 Client represents and warrants that they have all sufficient and necessary rights and permissions to use the Service, and the Client Data.
- 5.3 The Client grants Neurons permission to use the Client Data, and the Deliverables. This includes the right to:
- i. Collect, store, and process Client Data;
  - ii. Share Client Data with test subject panelists (as stated in Clause 3.2, and other parties for the sole purpose of providing the Service; and
  - iii. Use Client Data and Deliverables for machine learning to support and improve their Service and other services of Neurons (such as the Neurons AI or Neurons AI API), and for benchmarking purposes.

The Client may withdraw their consent at any time by providing written notice to their contact within the Project and Research Operations Team of Neurons with whom they are in touch with for the use of the Service.

## **6 SUPPORT**

- 6.1 The Client's Point of Contact will have access to online support via the designated person within the Project and Research Operations team of Neurons.

## 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Neurons holds all intellectual property rights to the Service, including all copyrights, exclusive rights to trademarks, code and graphic elements constituting the Service, its products, software, code, logo, name, design, and website including design of the website, which all make up valuable trade secrets and Confidential Information of Neurons. The Client acknowledges and accepts that this Agreement does not grant the Client any Intellectual Property Rights whatsoever in the Service, products, code, logo, name design, website including design of the website and its related software, and all rights are reserved by Neurons. The Client may only use such Intellectual Property Rights in compliance with this Agreement or the subscribed package. Any form, database, or software that is altered, conceived, made or developed in whole or in part by Neurons during or as a result of the Business Relationship with the Client shall become and remain the sole and exclusive property of Neurons. The Client agrees to make no claim in the rights or ownership of any such form, database or software.
- 7.2 Neurons acknowledges and accepts that the Client is the owner of all rights to the Client Data and content created by the Client using the Service.

## 8 INDEMNIFICATION

- 8.1 The Client shall indemnify, defend and hold Neurons, and any of its affiliates, harmless, at the Client's expense, against any Third-Party claim, suit, action or proceeding (each an "**Action**") brought against Neurons and its officers/directors/employees/agents/service providers/licensors by any Third-Party not affiliated with Neurons to the extent that such Action is based upon or arises out of the following:
- i. Unauthorized or illegal use of the Subscription and/or Service by the Client or the Client's Affiliates;
  - ii. The Client or the Client's Affiliates non-compliance with or breach of this Agreement;
  - iii. The Client or the Client's Affiliates' use of Third-Party Products;
  - iv. The Unauthorized Use of the Service and/or the Subscription by any other person using the Client's Point of Contact Information; or
  - v. The Client's misappropriation or violation of any Third-Party's Intellectual Property Rights where such claims are made against Neurons as a result of the Client's use of the Service. Or where the Client does not have the necessary rights/authorities to share the Client Data with Neurons

- 8.2 Where such a situation as illustrated in Clause 9.1 arises, the Client shall not, without first obtaining permission from Neurons, enter into any settlement that:
- i. Imposes an obligation on Neurons;
  - ii. Requires Neurons to make an admission;
  - iii. Imposes liability on Neurons not covered by these indemnifications or places restrictions on Neurons.

## **9 LIMITED LIABILITY**

- 9.1 Irrespective of the basis on which a claim is made, hereunder defects, delay, product and service liability etc. and irrespective of the degree of negligence, Neurons and its management and employees are not liable for any direct, special, incidental, consequential, or exemplary damages, or other indirect loss, damage or injury, including – but not limited to – loss of revenue and/or profits, loss of use, business interruption, loss of data or software, costs in connection with re- establishment and/or updating thereof, distortion of messages, loss of contracts, interest, goodwill or anticipated savings on save as aforesaid for any loss, damage or injury of any kind whatsoever, or violation of the Client's rights by any Third-Party, even if Neurons have been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based.
- 9.2 Neurons shall not be liable for any injury or damage to the Client, the Client's properties, business, employees, agents, or the Client's customers in any way related to or arising out of the Service or the use or implementation hereof the Client's direct or indirect losses or consequential losses such as, but not limited to, business interruption, loss of profits, loss of data, software, costs in connection with re-establishment and/or updating thereof, loss of goodwill, distortion of messages, or loss of expected savings.
- 9.3 Unless otherwise expressly agreed in writing, Neurons gives no warranties, representations, conditions, or guarantees of any kind whatsoever, either express or implied by law (in contract or tort or otherwise) or custom, including – but not limited to – those regarding merchantability, fitness for purpose, correspondence to sample, title, design, condition, or quality. Without limiting the above, Neurons does not warrant that the procurement of the Service shall be free from interruption or errors.
- 9.4 Where materials and/or stimuli are supplied or specific instructions are given by the Point of Contact or any authorized person on their behalf behalf, Neurons shall have no liability caused by defects in or the unsuitability of such materials so supplied or by Neurons adherence to such specific instructions. Neither shall Neurons have any liability due to the Client's failure to meet agreed deadlines or provide the required approvals, materials, stimuli or inputs on time.

- 9.5 The Client acknowledges and agrees that the Client cannot bring or initiate any act or proceeding against Neurons arising out of the agreement or relation to the Service no later than 6 months after the cause of action has arisen.
- 9.6 If for any reason, Neurons becomes liable to the Client for direct damages for any cause whatsoever, and regardless of the form of action (in contract or tort or otherwise), incurred in connection with the agreement then the aggregate liability of Neurons for all damages, injury, and liability incurred by the Client in connection with the Service, shall be limited to an amount equal to the amount actually paid by the Client for the Service and any other separately quoted for Service during the immediately preceding 6 months period.

## **10 ASSIGNMENT OF RIGHTS**

- 10.1 The Parties shall not be entitled to assign their rights and obligations under the Agreement, or the Subscribed Package, without the express written consent of the other Party, to a successor unless by reason of merger, reorganization, sale of substantial or all the Party's assets, change of control or operation of law. Under no circumstances shall the express written consent be unreasonably withheld.

## **11 LANGUAGE**

- 11.1 The Parties expressly acknowledge that this Agreement and all ancillary and related documents thereto are drafted in the English language only, and further acknowledge that all communication between the two Parties must be in the English language.

## **12 TERMINATION**

- 12.1 Either party may terminate the agreement by giving 30 days written notice. However, said written notice must be given no later than 30 days before the end of the current contracted Subscription Term. In cases where the Client has a multi-year agreement, then a notice for termination must be provided no later than 30 days before the end of the multi-year agreement period. Payments already made, including prepayments or billing, are not reimbursed in the event of termination unless regulated by Clause 7.1.
- 12.2 Both Parties acknowledge that they are obligated to fulfil the full term of the Agreement in case of termination and the Client is obligated to pay any non-billed Subscription within the period. If the Agreement is not terminated by the 30 days written notice before the end of the Subscription Term, the Client accepts that Neurons will renew the same Subscription and agreement.
- 12.3 Neurons retains the right to terminate this Agreement and/or to immediately block access to the Service in the event that the Client is found to be in breach of any of their obligations as set forth in this Agreement, or if the Client infringes

upon the intellectual property rights of Neurons. Such termination and blocking of access shall be at the sole discretion of Neurons.

- 12.4 On expiry of the Agreement, irrespective of the cause, the Client has the right to export their own data from Neurons within 30 days after the expiry of the agreement. Neurons can on request export the data for free in standard format and if further assistance is needed, Neurons can assist against an agreed payment. After expiry of the said 30 days, Neurons has the right to delete the Client's data upon the completion of the Term.

## **13 CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION**

- 13.1 The Parties undertake to treat and protect any Confidential Information disclosed to it by the other Party, using the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind, but in no event less than reasonable care.

- 13.2 The parties undertake for an indefinite period of time to not use, disclose or transfer any Confidential Information other than as stated in this Agreement, or authorized in writing by the Disclosing Party to the Receiving Party, and to otherwise keep all circumstances secret vis-a-vis any Unauthorized Third-Party to which a party has obtained knowledge about the other party or its activities as a result of the cooperation.

- 13.3 The contents of Clause 14.1 shall not apply in the following situations:

- i. Where the information was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
- ii. Where the information becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party;
- iii. Where the information is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure;
- iv. Where the information is obtained by the Receiving Party from a Third-Party without breach of such Third-Party's obligations of confidentiality;
- v. Where the information is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; and

- vi. Where the information is required by law to be disclosed by the Receiving Party, provided that when possible, the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

13.4 Neurons is entitled to publish Client logos and confirm to other parties that the Client is a client of Neurons.

13.5 Point of Contacts may receive emails with information about the Service and Neurons and can always choose preferences and unsubscribe.

## **14 HEADINGS**

14.1 The subject headings of these terms and conditions are included for purposes of convenience only and shall not affect the construction or interpretation of any of its conditions.

## **15 CHOICE OF LAW AND VENUE**

15.1 Any dispute must be determined in accordance with Danish Law. Each party submits to the jurisdiction of the District Court of Copenhagen, Denmark. Any dispute will be carried out in the English language.

## **16 DISPUTE RESOLUTION AND SEVERABILITY**

16.1 Most disputes can be resolved without resort to formal dispute resolution. If the Client takes any issue with Neurons or the Service, the Client agrees that before taking any formal action, the Client shall contact their assigned Customer Success Manager and provide a brief, written description of the dispute. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly, and good faith negotiations shall be a condition to either party initiating a lawsuit.

16.2 The failure of Neurons to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If any provision of these Terms is found to be invalid or unenforceable in a court of law, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

16.3 In the event of any dispute, question, or disagreement arising out of or in connection with the interpretation of any clause or provision contained within this contract (the "Disputed Clause"), Neurons shall have the sole and exclusive authority to determine the proper interpretation of the Disputed Clause.

## **17 MISCELLANEOUS**

## 17.1 Amendment

- i. Neurons may revise/modify any part or all of the Agreement by posting a revised/modified/new terms and conditions on their official site <https://www.neuronsinc.com>. The revised version will become effective and binding on the Client and Neurons on the next business day after it is posted. However, Neurons will provide notice to the Client either by email or in-app notification (or both) within reasonable time before the revised/modified/new terms and conditions are posted and made effective.
- ii. Unless any revision/modification/new terms and conditions by Neurons is required by law, the Client may object to any revised/modified/new terms and conditions, and shall notify Neurons in writing within 14 days after receiving notice of the revised/modified/new terms and conditions. In such a circumstance, Neurons and the Client will try to mutually agree to any objections and revisions, however if no mutual agreement can be reached, the Business Relationship between Neurons and the Client shall be governed by this Agreement, until the next renewal date, after which the Client and Neurons shall be bound by the revised/modified/new terms and conditions.
- iii. Where the revision/modification/new terms and conditions by Neurons is a requirement of law, and the said revision/modification/new terms and conditions are not acceptable to the Client, then the Agreement and subscribed package(s) shall be terminated.
- iv. This Clause 18.1, and any amendments made to the Agreement on the official website shall not apply to any Custom Clause(s) in an Agreement, until and unless Neurons is legally obligated to make the amendment/change in the Custom Clause.

17.2 Actions Permitted: Except for actions of non-payment or breach of a Party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.

17.3 Entire Agreement: This Agreement (including the subscribed packages) along with any data protection policy signed between the Parties shall make up the entire agreement between the Parties for the sake of the Business Relationship, and supersedes all other proposal(s), agreement(s), memorandum(s) of understanding, and non-disclosure/confidentiality agreements between the Parties, whether express or implied, and any and all other such agreements/proposals/memorandums of understanding/non-disclosure agreements between the Parties shall cease to take effect.

- 17.4 Authority: Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its terms.
- 17.5 Affiliates: The Client warrants that where it has authorized use of the Service to its Affiliates, or where due to the business/company structure of the Client, the Client's Affiliates has access to the Service, the Client's Affiliates shall be bound by the same terms of this Agreement (or any agreed upon changes in terms after signing of the Agreement), and that the Client shall be legally responsible for any breach of the terms of this Agreement or Unauthorized Use of the Service by the Affiliate(s), and that Neurons reserves the right to bring any legal action against the Client.
- 17.6 Force Majeure. Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.