

LIGHTY AI BETA AGREEMENT

The following Beta Terms of Use (the “**Agreement**”) apply to Customer’s use of the Services (as defined below) made available by Lighty AI, Inc. (“**Lighty**,” “**we**,” “**us**,” or “**our**”). For purposes of this Agreement, “**Customer**” or “**you**” means the individual who has accepted this Agreement.

By accepting this Agreement and/or accessing the Services, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement and (2) you represent that you have the authority to enter into this Agreement personally. If you do not agree to all terms and conditions of this Agreement, or if you do not have such authority, you should not use or access the Services. The “**Effective Date**” shall be the earlier of (a) the date Customer accepts this Agreement or (b) Customer accesses the Services.

1. **BETA SERVICES.** Lighty is developing an AI-powered e-mail and scheduling assistant (the “**Tools**”). Lighty wishes to provide the Tools to Customer, together with certain associated services (collectively with the Tools, the “**Services**”). Lighty is designed to allow you to make scheduling meetings easier by (i) connecting to, or integrating with, your (or your organization’s) calendars and e-mail accounts (such as Google Calendar and G-Mail), as well as certain content and information related thereto (the “**Connected Content**”) and (ii) analyzing certain of your communications with third parties (“**Third Parties**”), and connecting to, or integrating with, such Third Parties’ (or their organizations’) calendars and certain content and information related thereto (such content is collectively the “**Third-Party Content**”). Subject to the terms and conditions of this Agreement, Lighty hereby grants Customer, during the Term (as defined below), non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services on its own behalf solely for the purpose of evaluating the performance and functionality of the Services (the “**Limited Purpose**”).
2. **TERM.** The term of this Agreement shall begin on the Effective Date and continue until the earlier of (a) three (3) months from the Effective Date (the “**Term**”), (b) the start of any paid subscription for the Services, or (c) termination by Lighty, in its sole discretion.
3. **CUSTOMER CONTENT.** “**Customer Content**” means any and all information, communications, calendars, data, texts, files, images and other materials that are provided, imported, shared, or otherwise used by or on behalf of Customer with the Services. For purposes of this Agreement, Connected Content and Third-Party Content are deemed Customer Content. Customer hereby grants to Lighty a non-exclusive, worldwide, royalty-free and fully paid license (i) to use the Customer Content as necessary to provide the Services to Customer and Third Parties; (ii) share Customer Content and the components thereof with our third-party service providers, including Open AI, L.P., in each instance for operating the Services for you and Third Parties; and (iii) to use, disclose, share, transfer, and otherwise process aggregated and anonymized Customer Content to (A) improve the Services and Lighty’s related product and service offerings; (B) create new products and services relating to the Services (including analytics services such as providing benchmarking); and (C) generate and disclose statistics regarding use of the Services, provided, however, that no Customer-only information will be disclosed to third parties without Customer’s consent. Customer specifically represents and warrants that Customer has secured all necessary rights, permissions, and consents necessary (i) to provide the Connected Content and (ii) from Third Parties to enable Lighty to use such Third-Party Content in accordance with the licenses granted by you to Customer Content herein. Customer is solely responsible for the accuracy, quality, and legality of all Customer Content, and Customer will comply with all applicable laws and regulations in connection with its use of the Services or the Customer Content (including, without limitation, the CAN-SPAM Act of 2003). As between Customer and Lighty, Customer will at all times remain the owner of such Customer Content. Customer shall indemnify Lighty for any breach by Customer of this Section 3.
4. **INTELLECTUAL PROPERTY.** The Services (excluding the Customer Content hosted thereon), and Documentation are the exclusive property of Lighty and its suppliers. Customer agrees that it will not, and will not permit any other party to: (a) access the Services or any accompanying documentation (“**Documentation**”); (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services or Documentation to any third party; (d)

reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services; (e) use or copy the Services or Documentation except for the Limited Purpose; (f) publish or disclose to any third party any performance benchmark tests or analyses or other non-public information relating to the Services or the use thereof; or (g) scrape, build databases, or otherwise create permanent copies of any content returned from the Services, or keep any cached copies longer than permitted by the cached header.

5. **FEEDBACK.** Customer understands and agrees that the Services represent a beta test version of unreleased software, tools, and services that may contain bugs, defects, and errors. In exchange for the licenses granted to Customer to use such software, Customer agrees to use good faith efforts to test, use, and evaluate the Services in live operations, and to promptly report to Lighty, either orally or in writing, any errors, problems, defects, or suggestions for changes and improvements to the Services (collectively, “**Feedback**”). Customer acknowledges and agrees that all Feedback and all intellectual property rights therein are the exclusive property of Lighty, and hereby assigns to Lighty, all right, title and interest to any and all Feedback. Further, Customer acknowledges and agrees that Feedback may be used by Lighty in Lighty’s development of and be incorporated into a version of the Services that Lighty may make available for commercial distribution (“**Commercial Release**”) or any other software or intellectual property created by Lighty. Without limiting the foregoing, Lighty may incorporate Feedback into its products and services and Customer will gain no rights in such products or services by virtue of having disclosed Feedback. Customer agrees and acknowledges that the products and services incorporating such Feedback will be the sole and exclusive property of Lighty, and Customer will gain no right, title or interest in or to the Services, Documentation or any Commercial Release by virtue of Customer’s provision of Feedback to Lighty or for any other reason. Lighty has no obligation to create, distribute or otherwise offer a Commercial Release, and in the event of such Commercial Release, Lighty has no obligation to offer the Commercial Release to Customer or to offer Customer any discounted pricing schedules or special terms. Customer understands and agrees that the Commercial Release may contain functions and functionality, and perform in a manner significantly different from the current beta version of the Services. Accordingly, Customer acknowledges that any research or development performed, or business plans made, by Customer regarding or in reliance upon the Services are done entirely at Customer’s own risk.
6. **DISCLAIMERS OF WARRANTIES.** Customer acknowledges that the Services are intended for testing purposes only and may not be at the level of performance and compatibility of a final, generally available product offering. Furthermore, Customer acknowledges that the Services may contain bugs, errors, omissions and other problems that could cause system or other failures and data loss. Customer acknowledges that Lighty has no obligation to introduce a product similar to or compatible with the Services. Accordingly, Customer acknowledges that any research, development or other work that Customer performs regarding the Services is done entirely at Customer’s own risk. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, AND ALL OTHER DOCUMENTATION AND MATERIALS ARE PROVIDED “**AS IS**” AND WITH ALL FAULTS. LIGHTY MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES OR DOCUMENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, ACCURACY, INTERFERENCE WITH CUSTOMER’S QUIET ENJOYMENT, SYSTEM INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LIGHTY DISCLAIMS ALL LIABILITY FOR THE ACTIONS OF THIRD PARTIES. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICES IS WITH CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LIGHTY OR ITS AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL LIGHTY OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST PROFITS, LOST DATA, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT OR CUSTOMER’S USE OF THE SERVICES, EVEN IF LIGHTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY, RELATED TO THIS AGREEMENT, OF LIGHTY AND ITS SUPPLIERS SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100). The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been

set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8. **CONFIDENTIALITY.** Customer will not disclose to any third party: any proprietary information about the Services and Documentation, including its performance characteristics, feedback, and test results. Customer will use reasonable efforts to prevent any access to the Services and Documentation by anyone other than its employees who are obligated to comply with the terms hereof.
9. **TERM AND TERMINATION.** This Agreement commences upon the Effective Date and will continue in effect until the end of the Term. Lighty may terminate this Agreement upon written notice to Customer in the event that Customer (a) breaches this Agreement, (b) uses the Services in violation of this Agreement or the Documentation, (c) uses the Services in violation of applicable laws, rules or regulations or to engage in unethical scraping, reverse engineering or crawling, or (d) in its sole and absolute discretion, for any reason or no reason. Customer may terminate this Agreement upon written notice to Lighty. Upon termination or expiration of this Agreement, Customer shall immediately cease all use of Services, and delete or destroy all copies of the Documentation in the possession or control of Customer. Sections 3 (Customer Content), 4 (Intellectual Property), 5 (Feedback), 6 (Disclaimers of Warranties), 7 (Limitation of Liability), 8 (Confidentiality), 9 (Term and Termination), 10 (Arbitration Agreement), and 11 (General Provisions) will survive the termination or expiration of this Agreement.
10. **ARBITRATION AGREEMENT.** Please read this section (the “**Arbitration Agreement**”) carefully. It is part of your contract with Lighty and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

10.1. Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Lighty agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement and prior versions of this Agreement, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (i) you and Lighty may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or Lighty may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

10.2. Informal Dispute Resolution. There might be instances when a Dispute arises between you and Lighty. If that occurs, Lighty is committed to working with you to reach a reasonable resolution. You and Lighty agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome (“**Informal Dispute Resolution**”). You and Lighty therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Lighty that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to info@lighty.ai or regular mail to our offices located at 170 Truman Rd, Newton, MA 02459. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the

Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

10.3. Waiver of Jury Trial. YOU AND LIGHTY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Lighty are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

10.4. Waiver of Class and Other Non-Individualized Relief. YOU AND LIGHTY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 10.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 10.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Lighty agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Massachusetts. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Lighty from participating in a class-wide settlement of claims.

10.5. Rules and Forum. This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Lighty agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying,

or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Lighty otherwise agree, or the Batch Arbitration process discussed in Section 10.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely set forth in the applicable AAA Rules.

You and Lighty agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

10.6. Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Massachusetts and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 10.9 (Batch Arbitration) is triggered, the AAA will appoint the arbitrator for each batch.

10.7. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 10.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of Section 10.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that such Section 10.4 (Waiver of Class and Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 10.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 10.9 (Batch Arbitration). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

10.8. Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Lighty need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

10.9. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Lighty agree that in the event that there are one-hundred (100) or more individual Requests of a

substantially similar nature filed against Lighty by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“**Batch Arbitration**”).

All parties agree that Requests are of a “**substantially similar nature**” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Lighty.

You and Lighty agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

10.10. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: 170 Truman Rd, Newton, MA 02459 or info@lighty.ai, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your e-mail address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

10.11. Invalidity, Expiration. Except as provided in Section 10.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Lighty as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

10.12. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Lighty makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Lighty at 170 Truman Rd, Newton, MA 02459, your continued use of the Service, including the acceptance of services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this

Agreement) remain in full force and effect. Lighty will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

11. **GENERAL PROVISIONS.** This Agreement shall be governed by the laws of Massachusetts. Customer may not assign or transfer, by operation of law, change of control or otherwise, any of its rights under this Agreement to any third party without Lighty's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.