



Effective Date: June 01, 2020

Nobl9 Inc., a Delaware corporation (“Nobl9”) (“**we**”, “**us**” or “**our**”) provides and makes available the website located at: nobl9.com. (the “**Website**”). The Terms of Use apply to your access and use of the Website.

TERMS OF USE

Please read these Terms of Use carefully before using this Website.

Acceptance of Terms of Use

These terms and conditions of use (“**Terms of Use**”) set forth the legally binding terms for your use of our Website. By accessing, browsing or otherwise using the Website in any manner, you acknowledge that you have read, understood, and agree to: (1) these Terms of Use, (2) the Privacy Policy (as defined below), and (3) any other legal notices, conditions or guidelines located within the Website. If you do not agree to any of these Terms of Use or the Privacy Policy, please do not access or use the Website and exit now.

You understand and agree that we may change these Terms of Use or the Privacy Policy at any time and without prior notice. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Revised terms and conditions will become effective at the time they are posted to the Website and any use of the Website after such date indicates your agreement to such revised terms and conditions.

PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE

AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTIONS) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST NOBL9 ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Important Legal Information About Privacy

The terms and conditions of Nobl9's Privacy Policy located at nobl9.com/privacy. (the "**Privacy Policy**") apply to your use of our Website and form an integral part of your agreement with us, and are incorporated by reference into these Terms of Use.

Website Description

Nobl9 is the developer of Service-level objectives (SLOs) analytics software that assists non-technical business leaders, software engineers, and dev ops teams by providing them with the insights and tools they require to unify processes, and set data-based business priorities by balancing the delicate equipoise between SRE and development, reliability and velocity. The Website allows you to easily access and use content, including features, resources and other information intended to help you learn about the products we may offer, and information for investors.

Intellectual Property Rights

This Website contains material, including but not limited to information, software, code, text, data, graphics and photos ("**Content**") and trademarks, service marks and logos that are owned by us or made available to us through arrangements we have made with third parties. All Content is protected by United States and foreign copyright laws and all trademarks on this Website are protected by United States and foreign trademark laws. Except as expressly authorized by Nobl9, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative

works based on the Website or the Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Website.

Use of this Website does not grant any right or license to any copyright, trademark, trade secret or patent. Use of this Website does not create any business relationship between you and Nobl9 .

In connection with your use of the Website you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Nobl9 from accessing the Website (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Website or the Website's Content other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by Nobl9.

The Nobl9 name and logos, together with the Website name, are trademarks of Nobl9 (collectively the “**Nobl9 Trademarks**”). Other company, product, and website names and logos used and displayed via the Website may be trademarks or website marks of their respective owners who may or may not endorse or be affiliated with or connected to Nobl9. Nothing in this Terms of Use or the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Nobl9 Trademarks displayed on the Website, without our prior written permission, in each instance. All goodwill generated from the use of Nobl9 Trademarks will inure to our exclusive benefit.

No Unlawful or Prohibited Use

It is a condition of your access and use of the Website that you agree to not use the Website for any purpose that is unlawful or is prohibited by these Terms of Use.

Content is provided to the general public for informational purposes only. While Nobl9 uses reasonable efforts to include accurate and current Content, we make no representation or warranties regarding the availability, accuracy, or completeness of the Content.

Content may not be copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise transferred or exploited for any commercial purpose whatsoever without the prior written consent of Nobl9 or as permitted by applicable law. A single copy of the Website may only be viewed, used, or downloaded for your personal and noncommercial use.

You are solely responsible for all information, data, text photographs, graphics, messages or other materials (“**User Content**”) that you submit to the Website, including, without limitation, via our forms or email. The following are examples of the kind of User Content and/or uses of the Website that are illegal and/or prohibited by Nobl9:

You agree to not use the Website to:

- email or submit any User Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to submit under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Nobl9, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose Nobl9 or its users to any harm or liability of any type;
- violate any applicable local, state, national or international law, or any regulations having the force of law;

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone;
- harvest or collect email addresses or other contact information of other users from the Website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or Website for any business purpose;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Website;
- disrupt, modify or interfere with the proper working of the Website or any code, software, hardware, or servers associated with the Website;

- take any action that impedes or interferes with others' access and use of the Website; or
- delete or alter any information or materials, including Content, on or associated with the Website.

Nobl9 reserves the right to investigate and take appropriate legal action against anyone who, in Nobl9's sole discretion, violates these provisions, including, without limitation, reporting such person to the law enforcement authorities.

Unsolicited Information

We acknowledge that from time to time, you may send us unsolicited information or materials, including, without limitation, ideas, suggestions, related to new or improved products, enhancements, names, technologies, advertising and marketing campaigns, plans or promotions (collectively, "**Unsolicited Information**").

Notwithstanding the foregoing, Nobl9 does not want to receive confidential or proprietary information from you through this Website, and you agree never to send to Nobl9 any User Content that would violate or infringe any copyrights, trademarks, or any other intellectual property rights or rights of third parties, including, without limitation, the rights of publicity or privacy. By sending Nobl9 any Unsolicited Information you grant to Nobl9, its affiliates and subsidiaries, an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute such User Content, and you also agree that Nobl9 is free to use any ideas, concepts, know-how or techniques that you send to it for any purpose, without attribution or compensation to you of any kind. Nobl9 has no obligation to review any Unsolicited Information. These provisions do not govern Nobl9's obligations with respect to your Personal Data (as defined in the Privacy Policy), which obligations are set forth in Nobl9's Privacy Policy.

User Content Transmitted Through the Website

With respect to the User Content or other materials you email or submit through the Website, you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of

publicity contained therein. By emailing or submitting any User Content, you hereby grant to Nobl9 and its affiliates and subsidiaries, a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Website in any form, medium or technology now known or later developed.

You acknowledge and agree that Nobl9 may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process, applicable laws or government requests; (b) enforce these Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Nobl9, its users and the public. You understand that the technical processing and transmission of the Website, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Links to Other Websites

Our Website may contain links to other sites operated by third parties that we provide only as a convenience to you to access those third-party websites. If you click on a third-party link that we provide on our Website, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of the third-party sites you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any linked third-party sites or services.

Location and Governing Law

Nobl9 operates this Website from its offices located in Boston, Massachusetts, United States. The laws of the Commonwealth of Massachusetts shall govern these Terms of Use without giving effect to any principles of conflicts of law. Any action related to these Terms of Use shall be brought only in state or federal courts located within the Commonwealth of Massachusetts.

This Website and its Content are designed to comply with the laws of the United States. Nobl9 makes no representation that the Website is appropriate or available for access in other locations and access to the Website from other locations where the Content of the Website may be illegal is prohibited. Those who choose to access the Website outside the United States do so at their own risk.

Limitation of Liability

NOBL9 PROVIDES THE CONTENTS OF ITS WEBSITE FOR INFORMATIONAL PURPOSES ONLY. BY USING THE WEBSITE, YOU HEREBY AGREE NOT TO RELY ON ANY OF THE INFORMATION CONTAINED HEREIN. UNDER NO CIRCUMSTANCES SHALL NOBL9 BE LIABLE FOR YOUR RELIANCE ON ANY SUCH INFORMATION NOR SHALL NOBL9 BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES THAT RESULT FROM THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE MATERIALS IN THIS WEBSITE OR THE MATERIALS IN ANY LINKED THIRD PARTY WEBSITE WHICH MAY BE LINKED TO THIS WEBSITE, OR ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN OR DELAYS IN TRANSMISSION OF INFORMATION TO OR FROM THE VISITOR, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE, OR VIRUSES, EVEN IF NOBL9 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NOBL9'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL NOBL9'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER THE CAUSE OF ACTION IS IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

THE SECTIONS TITLED "NO WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER APPLICABLE LAW. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID OR FOR ANY

REASON UNENFORCEABLE UNDER APPLICABLE LAW, THEN THESE PROVISIONS SHALL BE DEEMED SEVERABLE AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE INVALIDITY OF ANY SUCH PORTION OF THESE SECTIONS SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS OF THESE TERMS.

No Warranties

ALL CONTENT, MATERIALS, AND SERVICES ON THIS WEBSITE ARE PROVIDED “AS-IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NOBL9 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. NOBL9 DOES NOT WARRANT THAT ACCESS AND USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOBL9 DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT NOBL9) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You hereby agree to indemnify, defend, and hold Nobl9 and its affiliates, and each of Nobl9 and Nobl9 affiliates’ respective directors, officers, stockholders, employees, affiliates and agents (collectively, “**Indemnitees**”) harmless from any and all liability actions, proceedings, claims, demands, costs, expenses (including reasonable attorneys’ fees), losses and damages whatsoever arising out of or in connection with your use of this Website, any User Content, your connection to the Website, your violation of these Terms of Use or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnatee from or against any liability, losses, damages or expenses

incurred as a result of any action or inaction of such Indemnatee. **If you are a California resident, you hereby explicitly waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”** If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Use as the “**Arbitration Agreement**”. You agree that any and all disputes or claims that have arisen or may arise between you and Nobl9, whether arising out of or relating to this Terms of Use (including any alleged breach thereof), the Website, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Use, you and Nobl9 are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND NOBL9 AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND NOBL9 AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR

PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

Nobl9 is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at info@Nobl9.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Nobl9 should be sent to: Nobl9 Inc., 131 Dartmouth St., 3rd Floor, Boston MA 02116 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Nobl9 and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Nobl9 may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Nobl9 or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Nobl9 is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, https://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator

determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Use as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Use and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Nobl9 and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Nobl9 agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “**Arbitration Fees**”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Nobl9 will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Nobl9 will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Nobl9 will pay as much of the Arbitration

Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality of Arbitration

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability of Arbitration Clause

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Use will continue to apply.

Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Use to the contrary, Nobl9 agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Website, you may reject any such change by sending Nobl9 written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use).

Severability

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable, from the remaining Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Termination

You agree that Nobl9, in its sole discretion, may suspend or terminate your use of the Website and remove and discard any content within the Website, for any reason, including, without limitation, for lack of use or if Nobl9 believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Website, may be referred to appropriate law enforcement authorities. Nobl9 may also in its sole discretion and at any time discontinue providing the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that Nobl9 may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Website. Further, you agree that Nobl9 will not be liable to you or any third party for any termination of your access to the Website.

Miscellaneous

Failure of Nobl9 to act on or enforce any provision of these terms of use shall not be construed as a waiver of that provision or any other provision in these terms of use. No waiver shall be effective against Nobl9 unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Nobl9 and you, these terms of use constitute the entire agreement between you and Nobl9 with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

Contact Us with Questions and Comments

If you have any questions about the Privacy Policy or Terms of Use, please contact us:

By email:

info@nobl9.com

By mail:

Nobl9

131 Dartmouth St., 3rd Floor Boston, MA 02116.

CONTACT US PAGE DISCLAIMER:

By completing this form and clicking the SUBMIT button, you understand and hereby consent to your personal information being stored on a database in the United States and accessible to Nobl9 for purposes such as marketing programs from Nobl9 disseminating information about research from Nobl9 regarding our company, our Website, and obtaining feedback about our products and services. You may request access to, removal, or correction of your personal information by sending an email to: info@Nobl9.com. Please review the full Nobl9 privacy policy for more information on your rights with respect to your personal information. If you are a resident of the European Union, please note that by submitting your information to Nobl9 through this form, you are expressly consenting to transfer of your Personal Data to the United States.