SilinX

Terms of Service

SilinX LLC · Version 1.1 · Last updated November 12, 2026

These Terms cover every SilinX plan: free trials, Starter, Professional and Enterprise.

1. Acceptance and eligibility

1.1 These Terms of Service ("Terms") are a binding agreement between SilinX LLC, a New Jersey limited liability company ("SilinX", "we", "us"), and the business or organization that accesses or uses the Service ("Customer", "you").

1.2 You accept these Terms by ticking the acceptance box at sign-up or checkout, by starting a free trial, or by using the Service. If you accept on behalf of an organization, you confirm you have authority to bind it. If you lack that authority or do not agree, do not use the Service.

1.3 The Service is for business use only. It is not offered to consumers or for personal, family or household use. You must be at least 18 years old to create an account.

1.4 **Enterprise plans.** Enterprise plans are bought by signing an Enterprise Order Form. The Order Form incorporates these Terms in full. Where an Order Form expressly changes a provision of these Terms, the Order Form controls for that Customer only; every other provision of these Terms applies unchanged.

1.5 Ticking an acceptance box in the Service (for example, at first login) does not change a signed Order Form.

2. Definitions

Account means the SilinX organization workspace created for Customer.

Administrator means an Authorized User given admin rights to manage the Account, users, settings and billing.

AI Features means any functionality that uses machine learning or generative AI, as described in Section 9.

Authorized User means an employee, contractor or agent of Customer who Customer authorizes to use the Service and who has unique login credentials.

Beta Features means features labelled beta, preview, early access or similar.

Customer Data means all data, records, asset registers, work orders, meter and sensor readings, documents, images and other content submitted to or generated within the Service by or for Customer.

Documentation means the user guides, help articles and policies SilinX makes available for the Service.

Enterprise Plan means a subscription bought under a signed Order Form.

Named User or **Seat** means one Authorized User account. Seats are personal and may not be shared.

Order Form means an ordering document for an Enterprise Plan that references these Terms and is signed by both parties, including by DocuSign or other electronic signature, together with any signed Seat Expansion Request.

Plan means the subscription tier and billing period Customer selects at checkout or that is stated in an Order Form.

Service means the SilinX computerized maintenance management, enterprise asset management and asset performance management platform, including the web application at www.silinxx.com, the SilinX mobile applications for iOS and Android, APIs, and related Documentation.

Subscription Term means the billing period of Customer's Plan, or the term stated in an Order Form, and each renewal.

Third-Party Services means products, integrations or services not provided by SilinX.

3. Accounts, users and security

3.1 You must give accurate, current registration and billing information and keep it up to date.

3.2 Each Seat is assigned to one named individual. Login credentials may not be shared. You may reassign a Seat when a user leaves or changes role, but you may not rotate Seats to exceed your licensed count in practice.

3.3 You are responsible for all activity under your Account and your Authorized Users' credentials, and for their compliance with these Terms. Administrators control user access, roles and permissions.

3.4 You must keep credentials confidential, use multi-factor authentication or single sign-on where available, deactivate users who no longer need access, and notify support@silinxx.com promptly of any suspected unauthorized access.

3.5 Contractors and vendors you invite into the Service are your Authorized Users for purposes of these Terms, and you are responsible for their use.

4. Free trials, free plans and beta features

4.1 **Free trial.** New Customers may receive a 7-day free trial. No payment card is required. At the end of the trial, the Account moves to read-only or is suspended unless you choose a paid Plan. We will not charge you unless you choose a paid Plan and give payment details.

4.2 **Trial data.** If you do not subscribe, we may delete trial Customer Data 30 days after the trial ends. Export anything you want to keep before then.

4.3 **Free plans.** Any free plan is limited to the features and usage limits shown on the pricing page. We may change or end a free plan on 30 days' notice.

4.4 **Beta Features.** Beta Features are optional, may change or be withdrawn at any time, and are provided "as is" without any warranty, service level or indemnity. Do not rely on Beta Features for safety-critical or compliance-critical work.

4.5 Trials, free plans and Beta Features are excluded from any availability target or service credit, and SilinX's total liability for them is limited to USD 100.

5. Subscriptions, plans and seats

5.1 **Licence.** Subject to these Terms and payment of fees, SilinX grants Customer a non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Service for Customer's internal business operations, limited to the Seats, features and usage limits of Customer's Plan.

5.2 **Plans.** Features, usage limits (such as assets, sites, storage or API calls) and prices for each Plan are shown on the SilinX pricing page at checkout. Enterprise features require an Order Form. On every Plan, Customer chooses the number of Seats it needs; there is no maximum Seat count, and every purchase, renewal and Seat addition is governed by these Terms.

5.3 **Adding Seats or upgrading.** Administrators may add Seats or upgrade in the app. Additions and upgrades take effect immediately and are charged pro-rated to the end of the current billing period, then renew with the Plan. For Enterprise Plans, additional Seats require a Seat Expansion Request signed by both parties; they are charged pro-rated at the Order Form's per-Seat rate and end on the same date as existing Seats. A seat request made in the app is not a binding order until signed.

5.4 **Removing Seats or downgrading.** Reductions and downgrades take effect at the start of the next billing period and do not create a refund or credit. Downgrading may reduce features, limits or access to Customer Data held in features no longer included; export that data first. Enterprise Seat reductions take effect only at renewal.

5.5 **Usage monitoring.** SilinX may monitor Seat counts and usage against Plan limits. If usage exceeds the Plan, SilinX may notify you and, after 15 days, charge for the additional Seats or move you to the Plan that covers your usage.

5.6 **Professional services.** Onboarding, data migration, configuration and training are provided as described on the pricing page or in an Order Form. Their fees are due as stated there and are non-refundable once the services are performed. Customer will give timely access to the data, people and sites needed. Outputs built from Customer Data are Customer Data; SilinX keeps its own tools, templates and methods.

6. Fees, billing, auto-renewal and cancellation

6.1 **Fees.** You agree to pay the fees for your Plan as shown at checkout. Fees are stated in US dollars unless the checkout shows another currency.

6.2 **Billing.** Self-serve Plans are billed in advance, monthly or annually, to the payment method on file. You authorize SilinX and its payment processor to charge that method for all fees, applicable taxes and renewals.

6.3 **Automatic renewal.** YOUR PLAN RENEWS AUTOMATICALLY at the end of each billing period for the same period and number of Seats, at the then-current price, and your payment method will be charged at the start of each renewal, until you cancel. The price, billing period, renewal terms and how to cancel are shown at checkout before you pay.

6.4 **Cancellation.** You may cancel any time in Account settings, or by emailing support@silinxx.com. Cancellation stops future renewals and takes effect at the end of the current paid period. You keep access until then.

6.5 **No refunds.** Except where these Terms or applicable law expressly provide otherwise, fees are non-refundable and non-cancellable, including for partial periods, unused Seats or downgrades.

6.6 **Price changes.** SilinX may change prices for a Plan by giving at least 30 days' email notice. The new price applies from your next billing period after the notice period. If you do not agree, cancel before the change takes effect.

6.7 **Failed payments.** If a payment fails, SilinX will notify you and retry. If payment is not received within 14 days of the notice, SilinX may downgrade or suspend the Account until paid. Suspension does not remove the obligation to pay.

6.8 **Taxes.** Fees exclude sales, use, value-added, goods and services and similar taxes. You are responsible for those taxes, other than taxes on SilinX's income. If you claim an exemption, provide a valid certificate before billing.

6.9 **Billing disputes.** Raise any good-faith billing dispute with support@silinxx.com within 30 days of the charge. Please contact us before starting a chargeback; we will work to resolve disputes promptly.

6.10 **Invoiced accounts.** Enterprise Plans, and any account SilinX agrees in writing to invoice, are invoiced annually in advance unless the Order Form states otherwise. Invoices are due net 30 days

from the invoice date, and late amounts accrue interest at 1.5% per month or the maximum lawful rate, if lower.

6.11 **Enterprise renewal and pricing.** Sections 6.3, 6.4 and 6.6 apply to self-serve Plans only. Enterprise Plans renew automatically for successive 12-month terms unless either party gives written notice of non-renewal at least 30 days before the term ends. SilinX may increase Enterprise fees on renewal with at least 45 days' written notice; an increase will not exceed 7% above the expiring term's fees, except for added Seats or modules or as the Order Form states. If an Enterprise invoice is more than 30 days overdue, SilinX may suspend access after 10 days' written notice. Enterprise fees are non-cancellable for the Subscription Term.

7. Customer Data

7.1 **Ownership.** As between the parties, Customer owns all right, title and interest in Customer Data. SilinX claims no ownership of it.

7.2 **Licence to SilinX.** Customer grants SilinX a non-exclusive, worldwide licence to host, copy, process, transmit and display Customer Data only as needed to provide, secure, support and improve the Service, to comply with law, and as Customer otherwise instructs.

7.3 **Security.** SilinX maintains commercially reasonable administrative, physical and technical safeguards designed to protect Customer Data, including encryption in transit and at rest, role-based access controls, logging, and regular backups. Details are on the SilinX Trust page at www.silinxx.com/trust/.

7.4 **Breach notification.** SilinX will notify Customer without undue delay, and in any event within 72 hours, after confirming a security breach affecting Customer Data, and will share the information reasonably available about its nature, scope and the steps taken.

7.5 **Aggregated data.** SilinX may create and use aggregated, de-identified data derived from use of the Service (for example, failure-rate or maintenance benchmarks across industries) for analytics, product improvement and industry reporting. Such data will not identify Customer, its Authorized Users, its sites or its assets, and SilinX will not attempt to re-identify it.

7.6 **Export.** Customer may export Customer Data at any time during the Subscription Term using the Service's export functions or API.

7.7 **Retention and deletion.** For 30 days after termination or expiry, SilinX will make Customer Data available for export on written request. After that, SilinX will delete Customer Data from active systems within a further 60 days, and from backups under normal backup rotation, except where law requires retention.

7.8 **Customer responsibilities.** Customer is responsible for the accuracy, quality and legality of Customer Data and for having all rights and consents needed to submit it, including personal data of its employees and contractors.

8. Privacy and data protection

8.1 SilinX's handling of personal data is described in the SilinX Privacy Policy at www.silinxx.com/privacy/.

8.2 Where SilinX processes personal data on Customer's behalf subject to the EU General Data Protection Regulation, the UK GDPR, the California Consumer Privacy Act or similar laws, the SilinX Data Processing Addendum ("DPA") applies and forms part of these Terms. SilinX provides the DPA on request to support@silinxx.com. For those purposes Customer is the controller (or business) and SilinX is the processor (or service provider).

8.3 SilinX will not sell or share personal data within Customer Data, or use it for any purpose other than providing the Service, except as permitted by the DPA or law.

8.4 SilinX uses subprocessors (for example, cloud hosting, email delivery and payment processing) listed on the SilinX Subprocessor List, which SilinX provides with the DPA on request. SilinX will give notice of new subprocessors as described in the DPA and remains responsible for their performance.

8.5 Where personal data is transferred out of the EEA, UK or Switzerland, the transfer mechanisms in the DPA, such as the EU Standard Contractual Clauses and the UK International Data Transfer Addendum, apply.

9. AI Features

9.1 The Service may include AI Features, such as suggested failure codes, work order summaries, root cause suggestions or maintenance recommendations. AI Features may be optional and may be turned off by an Administrator where the Service allows.

9.2 **No training on your data.** SilinX will not use Customer Data to train generative AI models made available to other customers without Customer's prior written consent.

9.3 **Review outputs.** AI outputs may be inaccurate or incomplete. They are suggestions only. Customer is responsible for reviewing outputs before relying on them, and must not rely on AI outputs for safety-critical, lockout/tagout, engineering or regulatory decisions without qualified human review.

9.4 AI Features may use third-party model providers acting as SilinX subprocessors, subject to Section 8.

10. Mobile applications

10.1 The SilinX mobile apps are part of the Service and are licensed, not sold, under these Terms.

10.2 **Apple devices.** For apps downloaded from the Apple App Store: these Terms are between Customer and SilinX only, not Apple; Apple has no obligation to provide maintenance or support; to the extent any warranty applies and the app fails to conform, you may notify Apple for a refund of

any app purchase price, and Apple has no other warranty obligation; SilinX, not Apple, is responsible for product claims, legal compliance claims, consumer protection claims and intellectual property claims relating to the app; you confirm you are not in a US-embargoed country or on a US restricted-party list; and Apple and its subsidiaries are third-party beneficiaries entitled to enforce this Section 10.2.

10.3 **Google Play.** For apps downloaded from Google Play, the Google Play Terms of Service also apply to your download. Google is not a party to these Terms.

10.4 Offline use: data entered while a device is offline syncs when the device reconnects. SilinX is not responsible for data lost on a device before it syncs.

11. Third-party services and integrations

11.1 The Service may connect with Third-Party Services, such as ERP, accounting, single sign-on, IoT sensors, building management systems, email and calendar tools.

11.2 Your use of any Third-Party Service is governed by your agreement with its provider. SilinX does not control and is not responsible for Third-Party Services, their availability, or data they send to or receive from the Service.

11.3 By enabling an integration, you authorize SilinX to exchange Customer Data with that Third-Party Service as needed for the integration to work.

11.4 If a Third-Party Service changes or stops its interface, SilinX may change or end the related integration without liability.

12. Acceptable use

12.1 Customer will not, and will not permit anyone to:

- resell, rent, lease, sublicense, time-share or use the Service as a service bureau for third parties;
- copy, modify, translate or create derivative works of the Service or Documentation;
- reverse engineer, decompile or disassemble the Service, or try to derive its source code, except where law prohibits this restriction;
- access the Service to build or help build a competing product, or for competitive benchmarking or analysis;
- upload malicious code, or run penetration, vulnerability or load testing without SilinX's prior written consent;
- interfere with or disrupt the integrity, security or performance of the Service or other customers' data;
- scrape, crawl or extract data by automated means other than through SilinX's documented APIs and export functions, or exceed published API rate limits;

- share credentials, exceed the licensed Seat count, or circumvent any technical limit;
- upload content that infringes third-party rights, is unlawful, or contains protected health information, payment card data or government ID numbers, unless SilinX has agreed in writing;
- use the Service in violation of any law, including export control, sanctions, privacy and anti-spam laws.

12.2 SilinX may investigate suspected violations and take proportionate action under Section 21.

13. Safety, compliance and operational responsibility

13.1 **Compliance and reliance disclaimer.** The Service is a record-keeping, scheduling and reporting tool. It is not a substitute for Customer's own inspection, maintenance, safety and regulatory programs, and it does not perform any inspection or make any engineering or safety determination. Customer remains solely responsible for compliance with all laws and standards applicable to its operations, including OSHA 29 CFR, EPA regulations, NFPA codes, ASHRAE standards, FDA and USDA food safety requirements, and local fire and building codes. SilinX does not warrant that use of the Service will result in or maintain compliance with any law, standard or code, and Customer will not rely on the Service as its sole means of demonstrating compliance.

13.2 **Not an emergency or life-safety system.** The Service is not designed for, and must not be used as, a fire alarm, life-safety, emergency response or real-time control system. Alerts, notifications, reminders and sensor readings may be delayed, missed or inaccurate because of network, device, integration or third-party failures. Customer must maintain independent alarm, monitoring and escalation systems for critical equipment, including refrigeration, fire protection and hazardous-energy control.

13.3 **Procedures and templates.** Checklists, PM templates, failure codes, urgency codes and other content SilinX provides are general examples. Customer must adapt and validate them for its equipment, manufacturer requirements and regulations, and qualified personnel must perform and sign off all work.

13.4 **Customer decisions.** Decisions about repair, replacement, capital spending, vendor selection and not-to-exceed authorization levels remain Customer's decisions. Forecasts, bid comparisons and recommendations in the Service are informational.

14. Intellectual property and feedback

14.1 SilinX and its licensors retain all right, title and interest in the Service, Documentation, and all software, designs, workflows, know-how and improvements relating to them, including anything developed from feedback. No rights are granted except those expressly stated in these Terms.

14.2 "SilinX" and the SilinX logos are trademarks of SilinX LLC and may not be used without permission.

14.3 If Customer provides feedback, suggestions or feature requests, SilinX may use them freely without obligation or compensation.

15. Confidentiality

15.1 Each party may receive information from the other that is marked confidential or that a reasonable person would understand to be confidential, including non-public pricing, product roadmaps, technical information, and Customer Data ("Confidential Information").

15.2 The receiving party will protect Confidential Information with at least the care it uses for its own and no less than reasonable care, use it only to perform under these Terms, and disclose it only to employees, contractors and advisers who need to know it and are bound by confidentiality obligations at least as protective.

15.3 These obligations do not apply to information that is or becomes public through no fault of the receiving party, was lawfully known before disclosure without restriction, is lawfully received from a third party without restriction, or is independently developed without use of the disclosing party's information.

15.4 A party may disclose Confidential Information where required by law or court order, after giving reasonable advance notice where legally permitted.

15.5 These obligations continue for three years after termination, and indefinitely for trade secrets and Customer Data.

16. Support and availability

16.1 SilinX provides support by email at support@silinxx.com and in-app help, 9:00 to 17:00 Eastern Time, Monday to Friday, excluding US public holidays. Response targets by Plan are set out in the SilinX Support Policy at www.silinxx.com/support-policy/.

16.2 SilinX targets 99.5% monthly availability of the Service, excluding scheduled maintenance, emergency maintenance, and events outside SilinX's reasonable control, including failures of third-party hosting, networks or app stores.

16.3 SilinX will give at least 48 hours' notice of scheduled maintenance where practicable, and schedule it outside US business hours where practicable. SilinX notifies Administrators of service incidents by email.

16.4 The availability target is a service objective. Service credits apply only where an Order Form expressly includes a service level agreement.

17. Changes to the Service

17.1 SilinX continuously improves the Service and may add, change or remove features. SilinX will not materially reduce the core functionality of a paid Plan during a paid Subscription Term.

17.2 SilinX will give at least 30 days' notice before retiring a material feature of a paid Plan, except where needed for security, legal or third-party reasons.

18. Warranties and disclaimers

18.1 Each party warrants that it has authority to enter into these Terms.

18.2 SilinX warrants that, during a paid Subscription Term, the Service will perform materially in accordance with the Documentation. Customer's exclusive remedy, and SilinX's entire liability, for breach of this warranty is for SilinX to use commercially reasonable efforts to correct the non-conformity, or, if SilinX cannot do so within 30 days of written notice, to let Customer terminate the affected subscription and receive a refund of prepaid fees for the unused remainder of the Subscription Term.

18.3 Customer warrants that it has all rights and consents needed to submit Customer Data, and that doing so does not violate law or third-party rights.

18.4 **EXCEPT AS EXPRESSLY STATED IN THIS SECTION 18, THE SERVICE, AI FEATURES, BETA FEATURES AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". SILINX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY, AND ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE AGAINST EVERY ATTACK.**

19. Limitation of liability

19.1 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS OR GOODWILL, LOSS OF USE, COST OF SUBSTITUTE SERVICES, PRODUCT SPOILAGE OR CONTAMINATION, PRODUCTION DOWNTIME, EQUIPMENT DAMAGE, REGULATORY FINES, OR LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THEIR POSSIBILITY.**

19.2 **EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO SILINX IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. FOR FREE TRIALS, FREE PLANS AND BETA FEATURES, SILINX'S TOTAL LIABILITY IS USD 100.**

19.3 The limits in Sections 19.1 and 19.2 do not apply to: (a) Customer's obligation to pay fees; (b) either party's indemnification obligations under Section 20; (c) breach of Section 15 (Confidentiality), except that liability for data breaches is governed by Section 19.4; (d) Customer's breach of Section 12 (Acceptable use); or (e) a party's gross negligence, willful misconduct or fraud.

19.4 SilinX's total aggregate liability for breach of its data security obligations will not exceed two times the fees paid or payable in the 12 months before the event giving rise to the claim.

19.5 These limits apply in aggregate across all claims, survive any failure of essential purpose of a limited remedy, and apply to the maximum extent permitted by law. Customer acknowledges that the fees reflect this allocation of risk.

20. Indemnification

20.1 **By SilinX.** SilinX will defend Customer against any third-party claim alleging that the Service, as provided by SilinX and used in accordance with these Terms, infringes that third party's patent, copyright or trademark or misappropriates its trade secret, and will pay damages finally awarded or amounts agreed in settlement.

20.2 If the Service becomes, or SilinX believes it may become, subject to such a claim, SilinX may procure the right for Customer to continue using it, modify or replace it to be non-infringing, or terminate the affected subscription and refund prepaid fees for the unused remainder of the Subscription Term. This states SilinX's entire liability for infringement claims.

20.3 SilinX has no obligation under Section 20.1 to the extent a claim arises from Customer Data, Third-Party Services, Beta Features, modification of the Service by anyone other than SilinX, combination with anything not supplied by SilinX, or use in breach of these Terms.

20.4 **By Customer.** Customer will defend SilinX against any third-party claim arising from Customer Data, Customer's breach of Section 12, Customer's operations, equipment or maintenance decisions, or Customer's violation of law, and will pay damages finally awarded or amounts agreed in settlement.

20.5 **Process.** The indemnified party will promptly notify the indemnifying party, give it sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying party's expense. No settlement that imposes liability or an admission on the indemnified party may be made without its consent.

21. Suspension and termination

21.1 **Suspension.** SilinX may suspend access immediately, without prior notice, where use poses a security risk to the Service or other customers, may expose SilinX to liability, breaches Section 12, or is fraudulent. SilinX will notify Customer promptly and restore access once the cause is resolved. Non-payment is handled under Section 6.7.

21.2 **Termination for convenience.** Customers on self-serve Plans may cancel under Section 6.4; Enterprise Customers may end their subscription by non-renewal under Section 6.11. SilinX may terminate a self-serve Plan for convenience on 30 days' notice and refund prepaid fees for the unused remainder of the Subscription Term. SilinX may not terminate an Enterprise Plan for convenience during its Subscription Term.

21.3 **Termination for breach.** Either party may terminate for material breach on written notice if the breach is not cured within 30 days of that notice.

21.4 **Insolvency.** Either party may terminate immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver or bankruptcy proceeding commenced against it that is not dismissed within 60 days.

21.5 **Effect.** On termination or expiry, Customer's access ends, Customer pays all fees accrued to the effective date, and Section 7.7 governs data export and deletion. If Customer terminates for SilinX's uncured material breach, SilinX will refund prepaid fees for the unused remainder of the Subscription Term.

21.6 **Survival.** Sections 2, 6 (for amounts owed), 7.5, 7.7, 12, 13, 14, 15, 18.4, 19, 20, 21.5, 21.6, 25 and 27 survive termination.

22. Publicity

Neither party will use the other's name or logo publicly without prior written consent. Customer may give that consent by email, and may withdraw it at any time for future use.

23. Export control, sanctions and anti-corruption

23.1 Each party will comply with US and other applicable export control and economic sanctions laws. Customer confirms that it and its Authorized Users are not located in, or nationals of, a comprehensively sanctioned country or region, and are not on any US government restricted-party list.

23.2 Neither party has offered or received any bribe, kickback or improper payment in connection with these Terms.

24. US government users

The Service and Documentation are "commercial computer software" and "commercial computer software documentation" under applicable federal acquisition regulations. US government users receive only the rights granted to all customers under these Terms.

25. Disputes and governing law

25.1 **Informal resolution.** Before starting any proceeding, a party will send written notice of the dispute, and the parties will try in good faith to resolve it for 30 days. This does not prevent either party from seeking urgent injunctive relief.

25.2 **Governing law.** These Terms are governed by the laws of the State of New Jersey, without regard to conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

25.3 **Venue.** The parties submit to the exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey.

25.4 **Jury trial waiver.** Each party waives any right to a jury trial in any proceeding arising out of these Terms.

25.5 **No class actions.** Claims may be brought only in a party's individual capacity, not as a plaintiff or class member in any class or representative action, to the extent permitted by law.

25.6 **Time limit.** Any claim must be brought within two years after it arises, except claims for unpaid fees or indemnification.

26. Changes to these Terms

26.1 SilinX may update these Terms. For material changes, SilinX will give at least 30 days' notice by email to Administrators and in the app. Updates take effect at the start of your next billing period after the notice period, unless they are needed sooner for legal or security reasons. For Enterprise Plans, a change that materially reduces Customer's rights or SilinX's obligations applies only from Customer's next renewal, unless Customer agrees in writing or the law requires it sooner.

26.2 If you do not agree to an update, cancel before it takes effect. Continued use after it takes effect means acceptance.

26.3 Each version of these Terms shows a version number and last-updated date. Prior versions are available on request.

27. General

27.1 **Order of precedence.** In a conflict, this order applies: (1) a signed Order Form, only for provisions it expressly changes; (2) the DPA, for personal data; (3) these Terms; (4) the Support Policy; (5) the Documentation. No term in a Customer purchase order, vendor portal, supplier registration form or similar document has any effect, even if acknowledged or paid.

27.2 **Assignment.** Neither party may assign these Terms without the other's written consent, except that either party may assign them in full to a successor in a merger, acquisition or sale of substantially

all its assets, on written notice.

27.3 **Subcontractors.** SilinX may use subcontractors and subprocessors to deliver the Service and remains responsible for their performance.

27.4 **Notices.** SilinX may send notices to the Administrator email on the Account and in the app. Notices to SilinX go to support@silinxx.com. SilinX provides a postal address for legal notices on request. Legal notices must be in writing.

27.5 **Electronic communications.** Customer consents to receive agreements, notices, invoices and other communications electronically.

27.6 **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, pandemics, war, terrorism, labor actions, utility or internet failures, and third-party hosting outages. This does not excuse payment obligations.

27.7 **Independent contractors.** The parties are independent contractors. Nothing creates a partnership, joint venture, agency, fiduciary or employment relationship.

27.8 **No third-party beneficiaries.** There are no third-party beneficiaries, except as stated in Section 10.2.

27.9 **Severability and waiver.** If any provision is unenforceable, it will be modified to the minimum extent necessary and the rest remains in effect. Failure to enforce a provision is not a waiver.

27.10 **Entire agreement.** These Terms, with the documents they reference, are the entire agreement on their subject and supersede all prior proposals, demonstrations, marketing materials and discussions.

27.11 **Headings and interpretation.** Headings are for convenience only. "Including" means "including without limitation".

28. Contact

SilinX LLC, a New Jersey limited liability company. Email: support@silinxx.com. Website: www.silinxx.com.